

# Exhibit 1

Page 1

UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF VIRGINIA

AMAZON.COM, INC., and )  
AMAZON DATA SERVICES, )  
INC., , )  
Plaintiffs, )  
v. ) CASE NO.  
WDC HOLDINGS, LLC, et ) 1:20-cv-484  
al, )  
Defendants. )

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VIDEOTAPED DEPOSITION OF CARLETON NELSON

(Highly Confidential Attorneys' Eyes Only)

Taken on behalf of the Plaintiffs

April 29, 2022

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INDEX

WITNESS:

PAGE:

EXAMINATION BY MR. STOKES

8

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Exhibit 1  
30(b)(6) notice

12

Exhibit 2  
Licensing agreement facilitator agreement  
Exhibit 3  
Structure of the bonus

36

56

Exhibit 4

81

E-mail RFP

Exhibit 5

88

Agreement between CN and a company controlled by  
Scott Peterson

Exhibit 6

116

Cheshire Ventures to g-mail

Exhibit 7

122

E-Mail from Cheshire Ventures to K. Ramstetter at  
White Peaks Capital

Exhibit 8

123

Facilitator Agreement

Exhibit 9

128

Notice of a wire transfer

Exhibit 10

133

License agreement

Exhibit 11

147

Proposed Business Structure

Exhibit 12

157

Graph

1	Exhibit 13	160
	Bank record for U.S. Bank for Cheshire Ventures, LLC	
2		
	Exhibit 14	172
3	U.S. Bank statement	
4	Exhibit 15	174
	E-mail June 19, 2019, [REDACTED]	
5		
	Exhibit 16	178
6	E-Mail from Carleton Nelson to Cheshire Ventures to	
	Johnny Lim at JCL Consulting, dated July 2019	
7		
	Exhibit 17	179
8	E-Mail from Cheshire Ventures to Cheshire Ventures	
	so from yourself to yourself in April of 2020	
9		
	Exhibit 18	182
10	Cheshire Ventures to Cheshire in August 2019	
11	Exhibit 19	187
	E-mail chain	
12		
	Exhibit 20	190
13	E-Mail exchange related an operating agreement	
14	Exhibit 21	195
	E-Mail chain	
15		
	Exhibit 22	200
16	E-mail communication from John Cadwallader	
17	Exhibit 23	202
	Chain from December 2019 related Finbrit wire	
18	instructions	

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1                   The videotaped deposition of  
2           CARLETON NELSON, taken on behalf of Plaintiffs, on the 29th day  
3   of April, 2022, commencing at 9:22 a.m., in the offices of Burr  
4   & Forman, Nashville, Tennessee, for all purposes under the  
5   Virginia Rules of Civil Procedure.

6                   The formalities as to notice, caption,  
7   certificate, et cetera, are waived. All objections, except as  
8   to the form of the questions, are reserved to the hearing.

9                   It is agreed that Jennifer Haynie, being a Notary  
10   Public and Court Reporter for the State of Tennessee, may swear  
11   the witness, and that the reading and signing of the completed  
12   deposition by the witness are reserved.

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1 THE VIDEOGRAPHER: Good morning. On  
2 the record at 9:11 a.m., on April 29, 2022.  
3 This is media unit one, in the video recorded  
4 deposition of Cheshire Ventures with  
5 Carlton Nelson as the corporate representative  
6 taken by counsel for the Plaintiff, in the  
7 matter of Amazon.com, Inc., and Amazon Data  
8 Services versus WDC Holdings, LLC, d/b/a North  
9 Star Commercial Partners, et al. Filed in the  
10 United States District Court of Virginia,  
11 Alexandria Division, Case Number 120-cv-484.

12 This deposition is being held at  
13 Burr & Forman, located at 222 Second Avenue  
14 South, in Nashville, Tennessee. My name is  
15 David Drumel; I'm the videographer, and Jennifer  
16 Haynie is court reporter.

17 Counsel and all present in the room  
18 and everyone attending remotely, please state  
19 your appearance at this time, which then will be  
20 followed by the swearing of the witness by the  
21 court reporter.

22 MR. STOKES: Patrick Stokes for  
23 Amazon.

24 MS. PARIKH: Trisha Parikh for  
25 Amazon.



1 MR. LITTLE: Alex Little from Burr &  
2 Forman, on behalf of Cheshire Ventures and  
3 Carleton Nelson.

4 MS. BODNER: Sara Bodner from  
5 Brownstein, Hyatt, Farber and Schreck, on behalf  
6 of Brian Watson, WDC Holdings, and the Watson  
7 defendants. I'm joined by Amanda Houseal and  
8 Lia Reagan Smith on Zoom. My client,  
9 Brian Watson, is there in the room.

10 MR. SMART: This is Adam Smart from  
11 Burr & Forman, on behalf of Cheshire Ventures.

12 MR. THOMAS: And you have JD Thomas  
13 on behalf of Casey Kirschner, appearing via  
14 zoom. I believe my client is also on zoom or  
15 will be at some point in this deposition.

16 CARLETON NELSON,  
17 Having been sworn to tell the truth,  
the whole truth and nothing but the  
18 truth, testified as follows:

19 DIRECT EXAMINATION

20 BY MR. STOKES:

21 Q. All right. Good morning.

22 A. Good morning.

23 Q. Mr. Nelson, we're back at it. So  
24 obviously we spoke yesterday in the deposition  
25 of you in your personal capacity. Today is with

1 Cheshire Ventures and you're acting as its  
2 corporate representative.

3 So my name is Patrick Stokes. I'll run  
4 through the preliminaries again to make sure  
5 that we're clear. I'm sure you know all of  
6 these things already, but I'm an attorney with  
7 Gibson, Dunn, and represent Amazon in this  
8 matter.

9 Today I'm going to be asking questions of  
10 you in your capacity as the corporate  
11 representative Cheshire Ventures.

12 And do you understand you're under oath?

13 A. Yes.

14 Q. And do you understand that being under  
15 oath that your required to provide truthful  
16 responses to questions?

17 A. Yes.

18 Q. And that material -- an intensional  
19 material omission would not be consistent with  
20 that oath?

21 A. Yes.

22 Q. And as we did yesterday, we'll certainly  
23 take reasonable breaks throughout the day. Your  
24 counsel can ask for a break, others can ask for  
25 take a break as needed and we'll take a break.

1 I would jus ask that we take a break after  
2 you've answered whatever the standing question  
3 is; and if we're handling a particular topic  
4 area that is short, we'll complete that before  
5 we take a break, but certainly we can take  
6 breaks, just like yesterday, as we need.

7 As you know, this is being recorded,  
8 videotaped, audio, court reporter in the room,  
9 we'll need you in responding to questions  
10 verbally. Do you understand that?

11 A. Yes.

12 Q. And just as you did now, we'd ask you to  
13 respond, yes, no, or substantively with answers.  
14 Not a nod of the head or yeah or uh-huh or  
15 something to that effect.

16 Do you understand?

17 A. I do.

18 Q. And in my questions, if you do not ask  
19 for clarification of a question, I will assume  
20 that you understand the question. Do you  
21 understand that?

22 A. I do.

23 Q. Your counsel may object for the record,  
24 but unless your counsel instructs you not to  
25 answer a question, you can go ahead and respond

1 to the question. Do you understand?

2 A. I do.

3 Q. And have you taken any drugs, alcohol, or  
4 medication that would impair your ability to  
5 understand the proceedings today?

6 A. No.

7 Q. My questions today?

8 A. No.

9 Q. To provide complete and truthful answers  
10 today?

11 A. Yes.

12 Q. I'm sorry. Have you taken any drugs --

13 A. Oh.

14 Q. -- alcohol, or medicine that would  
15 prevent you from being able to answer truthfully  
16 and completely today?

17 A. No.

18 Q. Did you prepare for today's deposition  
19 for you as the corporate representative of  
20 Cheshire Ventures?

21 A. Yes.

22 Q. And did you speak with anyone, other than  
23 your attorneys, about this deposition?

24 A. No.

25 Q. What documents did you review in

1 preparation for this deposition?

2 A. The Amazon interrogatories.

3 Q. Did you review the deposition notice, the  
4 30(b)(6) deposition notice and topics?

5 A. Yes.

6 Q. Did you review any other documents in  
7 preparation for the deposition today?

8 A. No.

9 Q. Did you review any transcripts in  
10 preparation for the deposition today?

11 A. No.

12 Q. And when you say you reviewed the Amazon  
13 interrogatories, are you referring to your own  
14 interrogatories or Amazon's?

15 A. I was referring to the 30(b)(6) notice  
16 that you -- Amazon issued. Sorry. I got that  
17 wrong.

18 (Exhibit Number 1 was marked.)

19 BY MR. STOKES:

20 Q. Okay. Good. So why don't we go ahead  
21 and start with the 30(b)(6) notice itself, which  
22 is Exhibit 1, on your screen.

23 A. I see it.

24 Q. Do you recognize that notice?

25 A. Yes.

1 Q. If you would -- and that is the notice  
2 for Cheshire Ventures for this 30(b)(6)  
3 deposition?

4 A. Yes, I reviewed this.

5 Q. Yeah. Do you see this Exhibit A is it --  
6 let me find it. Page nine on your screen, the  
7 portion of Exhibit A --

8 A. I'm not getting an Exhibit A or a page  
9 nine.

10 Q. In an attachment to exhibit -- part of  
11 Exhibit 1, if you scroll down the screen, it's  
12 page nine of that exhibit?

13 A. I only go to page seven for some reason.

14 Q. Maybe I am -- I have 11 page exhibit?

15 MS. PARIKH: It will be page five.

16 MR. LITTLE: Page five of the  
17 document.

18 MR. STOKES: You're looking at page  
19 numbers. I'm looking at the PDF numbers.

20 THE WITNESS: Yes. I see page nine  
21 topics for the deposition.

22 BY MR. STOKES:

23 Q. Sorry. In my effort, I'm steering you in  
24 the wrong direction. Yes, it's page five,  
25 topics for deposition. Have you reviewed those

1 topics?

2 A. Yes.

3 Q. And done so in preparation for today's  
4 deposition?

5 A. Yes.

6 Q. Are you prepared today to testify about  
7 those topics?

8 A. I am.

9 Q. Okay. So let's start with Cheshire  
10 Ventures, if you can tell us what is Cheshire  
11 Ventures?

12 A. Cheshire Ventures is a consulting and  
13 advisory -- a real estate development --  
14 consul- -- a real estate development  
15 consultation and advisory company.

16 Q. What does that mean?

17 A. Cheshire Ventures will engage with  
18 landowners, utilities, developers, government  
19 agencies, and the like, regarding potential  
20 development projects or pursuant of projects or  
21 things of that nature.

22 Q. What is your role in Cheshire Ventures?

23 A. I'm the principal -- managing principal  
24 of Cheshire Ventures.

25 Q. And as the managing principal of Cheshire

1 Ventures, can you describe what your role and  
2 general responsibilities are?

3 A. Sure. My role is to engage and  
4 oftentimes contract with the various entities I  
5 just mentioned on various services that they may  
6 solicit or otherwise be interested in in regards  
7 to real estate development.

8 Q. How long have you held that role at  
9 Cheshire Ventures?

10 A. Since it was formed.

11 Q. Approximately when was it formed?

12 A. I believe it was the end of June of 2019.

13 Q. Is that when the entity was formally  
14 formed as a corporate entity?

15 A. Yes.

16 Q. Who formed it?

17 A. Rodney Atherton.

18 Q. And was -- were you operating through  
19 Cheshire Ventures prior to the formal  
20 establishment of it as the entity it is today?

21 A. No.

22 Q. And the description of the  
23 responsibilities that you have with Cheshire  
24 Ventures and Cheshire Ventures's role that you  
25 just described, has that changed over time since



1 its formation in June of 2019?

2 A. The responsibilities, no.

3 Q. Has the nature of the business that  
4 Cheshire Ventures has engaged in since it was  
5 founded in 2019?

6 A. Other than business has just been harder  
7 to come by, no.

8 Q. And who else is employed by Cheshire  
9 Ventures besides yourself?

10 A. I have no employees.

11 Q. Have there ever been any other employees  
12 with Cheshire Ventures other than yourself?

13 A. No.

14 Q. Are there any affiliates of Cheshire  
15 Ventures --

16 A. No.

17 Q. -- that you're aware of?

18 A. Well, with W-9s, I believe if you want to  
19 count those affiliates or folks -- you might  
20 contract with to do various pieces of the  
21 consulting arrangement. Yes.

22 Q. Okay. And by W-9s, what do you mean by  
23 that?

24 A. I mean -- or 1099s. I'm sorry. No,  
25 W-9s. 1099s is what I meant to say. Other

1 specialty consultants that fulfill a role that  
2 maybe I'm not capable of fulfilling or Cheshire  
3 Ventures is not capable of fulfilling.

4 Q. So by 1099 are you an independent  
5 contractor?

6 A. Yes.

7 Q. What independent contractors have you  
8 employed through Cheshire Ventures over time?

9 A. Johnny Lim, Grella -- Grella Partnership  
10 Strategies.

11 Q. I'm sorry. What was the name of that?

12 A. Grella Partnership Strategies. Who else  
13 have we employed? I don't know if we did Fiber  
14 Locater. We might have but that was probably a  
15 contract basis; not a 1099.

16 That's all I can think of at the moment.

17 Q. The second entity you mentioned, I just  
18 want to make sure I understand the name.

19 Could you spell that name of that entity?

20 A. Grella, G-R-E-L-L-A.

21 Q. G-R-E-L-L-A?

22 A. Yes, Partnership Strategies.

23 Q. What is Grella Partnership Strategies?

24 A. Grella Partnership Strategies, is an  
25 economic development and incentive consulting

1 firm.

2 Q. Who operates that firm?

3 A. Mike Grella.

4 Q. Who is Mike Grella?

5 A. My Grella is a former colleague of mine  
6 from Amazon.

7 Q. And what does this firm do?

8 A. Economic development consulting.

9 Q. Can you elaborate or describe what you  
10 mean by that as it relates to the business  
11 Cheshire Ventures?

12 A. Sure. At times Cheshire Ventures is  
13 engaged to do consulting on certain projects  
14 that could also potentially require economic  
15 development analysis, jobs analysis, economic  
16 impact analysis, things of that nature -- that  
17 are not within the stable, so to speak, of  
18 Cheshire Ventures.

19 Q. What projects has Mike Grella or  
20 Grella -- I've already forgotten the name.

21 A. Partnership Strategies.

22 Q. Yeah. What project has that entity  
23 worked on with Cheshire Ventures?

24 A. I believe we did a study for a group in  
25 Indiana, a utility in Indiana, and I believe we

1 did a study for a group in Texarkana, as I  
2 recall, where Grella was brought in.

3 Q. You mentioned another entity. Again,  
4 I'll get the first name. The second and third  
5 of the entities, I have already forgotten --  
6 fiber -- some entity that's --

7 A. Fiber Locator.

8 Q. Fiber Locator, what is that entity?

9 A. That's a group that does essentially  
10 fiber mapping, dark fiber, led fiber, fiberoptic  
11 cable mapping.

12 Q. What projects has Fiber Locator worked on  
13 with Cheshire Ventures?

14 A. You know, I can't remember if I actually  
15 ended up actually contracting with them through  
16 Cheshire or we ended up not doing it that way.  
17 But I believe we did a fiber mapping exercise  
18 in -- where was that -- Chicago.

19 Q. You mentioned Johnny Lim, what work have  
20 you done with Johnny Lim through Cheshire  
21 Ventures?

22 A. Johnny Lim is a civil engineering and  
23 advisory company, and we've used his services  
24 for civil engineering on or, I, Cheshire  
25 Ventures, has used his services for civil

1 engineering, site mapping, preliminary  
2 engineering on a few projects, and I'm trying to  
3 think where some of those were.

4 I believe there's one in New York and I  
5 believe there's one in Connecticut.

6 Q. To the extent that Cheshire Ventures is  
7 using Johnny Lim's services, is Cheshire  
8 Ventures retaining Johnny Lim or JCL Consulting?

9 A. No. More independent consultant work,  
10 where a project were to come up and, say, a  
11 civil engineering services were needed, Cheshire  
12 might reach out to various civil engineers,  
13 including Johnny Lim, and say, I've got a  
14 project, would you be willing to look at this  
15 for me and give me a price that I could, you  
16 know -- an estimate and the engage on a 1099  
17 basis.

18 Q. Would there be a contract with JCL or  
19 Johnny Lim?

20 A. Typically it would be a proposal, just a  
21 proposal, and then that proposal would be  
22 executed, and that would become the contract,  
23 yes.

24 Q. Would the proposal be a written proposal?

25 A. Yes.

1 Q. And when I ask about a written contract,  
2 to the degree that is -- what you described at  
3 the outset. Sorry. Let me start the question  
4 over again.

5 You described at the outset that Cheshire  
6 Ventures was providing real estate development  
7 consulting. Does Cheshire Ventures do real  
8 estate development itself?

9 A. Cheshire Ventures was designed not to do  
10 development itself. It was designed to do the  
11 consulting component of real estate development.

12 Q. Okay. Has Cheshire Ventures worked on  
13 projects that have been developed?

14 A. Define developed. It certainly worked on  
15 projects that are real in terms of they were  
16 acquired and move forward. But in and of  
17 itself, it is not a development company. It is  
18 not setup to be a development company. No.

19 Q. To the extent Johnny Lim or JCL are being  
20 loosely defined retained to help with this  
21 project -- a project of this nature, would JCL  
22 or Johnny Lim contract with the development  
23 company or with you, Cheshire Ventures?

24 A. It would be with Cheshire, through the,  
25 like I said, through the proposal mechanism.

1 But if a project were to go beyond into full  
2 development phase, then they would presumably  
3 either contract directly or the developer would  
4 or whatever the entity was would move forward  
5 with their own -- with their own independent  
6 contractors.

7 Q. Has that, in fact, happened with Johnny  
8 Lim or JCL in a venture that they've had with  
9 Cheshire Ventures?

10 A. There's been a lot of projects. My guess  
11 is, yes. But I can't specify any. We look at a  
12 lot of stuff that may or may not happen.

13 Q. What is Cheshire Ventures's experience in  
14 real estate development consulting, and just to  
15 sort of cut to the chase; is that your  
16 experience?

17 A. Right. Yes.

18 Q. Okay. You mentioned that you're the  
19 managing partner I believe you described?

20 A. Managing principal, yes.

21 Q. Managing principal. What is your  
22 compensation or what has your compensation been  
23 over time, and if it's changed, if you can  
24 describe how it's changed?

25 A. Yeah. It's contract-based. It is -- it

1 is not a salary-based position. It's an eat  
2 what you kill, and when I say that, I mean, on a  
3 per project basis. Cheshire Ventures  
4 traditionally entered into consulting  
5 arrangements that can be short term or could be  
6 long-term. But, in essence, the compensation  
7 then becomes lumpy. When I say lumpy, sometimes  
8 it's earning more per month. Sometimes it's  
9 learning less. Sometimes earning nothing.

10 Q. Does Cheshire Ventures have office space?

11 A. Just my own. Just what I delineate at my  
12 home.

13 Q. So your home office?

14 A. Yes.

15 Q. Does it have other assets? Does it have  
16 assets of any nature?

17 A. No. It's an LLC.

18 Q. And is Cheshire Ventures set up as a sole  
19 proprietorship? Do you know?

20 A. I think we did do it as a sole  
21 proprietorship, as I recall. I think that's  
22 what Rod did. Yes.

23 Q. Okay. To the degree that Cheshire  
24 Ventures enters into a consulting arrangement  
25 with a counterparty or another party, would that



1 be -- would you, would Cheshire Ventures  
2 document that --

3 A. Yes.

4 Q. -- consulting arrangement?

5 A. Yes.

6 Q. And what form or what types of agreements  
7 would Cheshire Ventures enter into?

8 A. Well, it depends. Certainly Cheshire has  
9 and continues to contract directly with an  
10 entity based on a consulting arrangement or  
11 consulting agreement. Cheshire also is engaged  
12 on a 1099 basis for other companies, whereby  
13 Cheshire becomes the 1099 vendor, where they  
14 don't have the capacity to do what Cheshire can  
15 do. And certainly, at times, Cheshire will  
16 engage just on a single-project basis, where it  
17 may or may not engage additional vendors.

18 Q. Okay. So does Cheshire Ventures have a  
19 bookkeeper or anyone that performs bookkeeping  
20 services on its behalf?

21 A. Yes.

22 Q. Who is that?

23 A. Edwin -- my personal accountant, Edwin  
24 Dell car Poe. And I actually look yesterday,  
25 Aldaris. Aldaris is the name of his company in

1 Seattle.

2 Q. How do you spell Aldaris?

3 A. A-L-D-A-R-I-S.

4 Q. And the person's name is Mr. Dell car?

5 A. Dell car.

6 Q. How do you spell that?

7 A. Well, his first name's Edwin, E-D-W-I-N;  
8 last name D-E-L-C-A-R-P-I-O.

9 Q. And does Mr. Delcarpio provide you any  
10 records, accounting or bookkeeping records?

11 A. He does all the books for Cheshire, yes.

12 Q. And does he provide you copies of  
13 bookkeeping records?

14 A. He does them. I have to access to them.  
15 Yes.

16 Q. How do you have access to them?

17 A. If I call and said, I'd like to see all  
18 the books, he'd give me all the books.

19 Q. And have you asked him and received  
20 copies of -- have you asked and received copies  
21 of the bookkeeping records that he keeps on  
22 behalf of Cheshire Ventures?

23 A. Only tax returns. Not the full  
24 bookkeeping.

25 Q. And has Cheshire Ventures prepared and

1 submitted tax returns for 2019?

2 A. I believe so, yes.

3 Q. 2020?

4 A. I believe so, yes.

5 Q. 2021?

6 A. I believe so, yes.

7 Q. Do you have copies of those returns?

8 A. I'd seen them. I've seen them. I don't  
9 know that I have copies, like, on my computer.  
10 They're on a secure drive that I can look at  
11 that he sent me. Yes.

12 Q. And who signs those tax returns on behalf  
13 of Cheshire Ventures?

14 A. I do.

15 Q. And what types of expenses does Cheshire  
16 Ventures have in a given year?

17 A. That's hard to say. It depends on the  
18 year. But the types would be your typical  
19 travel, lodging, if there's a meal stipend in  
20 the contract; those types of expenses.

21 Q. Has Cheshire Ventures performed work on  
22 behalf of Allcore?

23 A. Cheshire Ventures is contracted and  
24 licensed to Allcore to enable the notes that I  
25 personally took out from CTBSRM to be repaid.

1 The work that it does is essentially a license  
2 fee.

3 Q. Okay. I want to try to understand that.

4 A. Sure.

5 Q. So first, you said that -- and if I  
6 misstate this, correct me. I'm just trying to  
7 make sure I understand some of the terminology  
8 in the relationship you just described.

9 A. Sure.

10 Q. Cheshire Ventures, I believe you said, is  
11 licensed to -- has a license of some nature with  
12 Allcore?

13 A. I believe that's the way Rod structured  
14 it, yes.

15 Q. What does that mean?

16 A. That means that Cheshire pays a licensing  
17 fee to Allcore, which is, I think, it's  
18 98 percent of revenue goes to Allcore.

19 Q. So 98 percent of Cheshire Ventures's  
20 revenue is paid to Allcore?

21 A. I believe that was -- that was the  
22 agreement, the structure, yes.

23 Q. Okay. What is the nature or purpose of  
24 that licensing fee?

25 A. To put money back into Allcore and

1 CTBSRM.

2 Q. Is there a document or a licensing  
3 agreement that exists --

4 A. Yes.

5 Q. -- for this purpose?

6 Do you have a copy of that agreement?

7 A. I don't know if I have a copy of it, but  
8 Rod Atherton certainly does, yes.

9 Q. And what is the nature of the license --  
10 the services that are subject to this licensing  
11 agreement?

12 A. I don't know that there are services  
13 necessarily. I know that Rod structured it as a  
14 license based on what he thought was the most  
15 appropriate way of doing it.

16 Q. What did Mr. Atherton explain the reason  
17 for this the arrangement?

18 A. That it was the most appropriate way to  
19 do it.

20 Q. Do you know what he meant by, This is the  
21 most appropriate way to do it?

22 A. I suspect -- well, I believe that when he  
23 said that he meant, This is the most efficient  
24 and most -- most efficient and most business  
25 appropriate way of -- and I assume that means

1 also tax advantageous way of structuring a way  
2 that Allcore and CTBSRM could receive money from  
3 Cheshire Ventures.

4 Q. Okay. Let me approach it this way to  
5 make sure I understand. To the degree that  
6 Cheshire Ventures has consulting work with an  
7 entity that is not Allcore, so some third-party  
8 development company, is that work -- who is that  
9 work by Cheshire Ventures being performed on  
10 behalf of?

11 A. Okay. Let me make sure I understand your  
12 question.

13 Q. Fair enough. Let me rephrase that.  
14 When Cheshire Ventures has a -- let's  
15 identify in 2019 a developer that Cheshire  
16 Ventures did work with.

17 A. Yes.

18 Q. Can you identify just some developer that  
19 Cheshire Ventures was doing work for in 2020?

20 A. PointOne Holdings.

21 Q. PointOne. To the degree that Cheshire  
22 was performing services for PointOne, was  
23 Cheshire's in any way connected to or related to  
24 or associated with Allcore?

25 A. Other than fees paid pursuant to a

1 consulting between Cheshire, and in this case  
2 Point One, would have a licensing agreement that  
3 paid Allcore a percentage of whatever came into  
4 Cheshire. Other than that, no.

5 Q. Okay. And that percentage would be 98  
6 percent?

7 A. I believe we left 2 percent in Cheshire  
8 and the other 98 percent. I'm not -- I don't  
9 want to say specifically. It was in that  
10 neighborhood, roughly.

11 Q. Do you know if what is, the subject of  
12 the license fee, is net or gross receipts of  
13 what comes to Cheshire that is passed on to  
14 Allcore?

15 A. My understanding was it was intended to  
16 be gross.

17 Q. And what I mean by that, just to be  
18 clear, is, are you being paid monies out of  
19 Cheshire prior to those monies that the  
20 remainder being passed on to Allcore and CTBSRM  
21 or --

22 A. I did take draws against Cheshire prior  
23 to this -- to the license agreement being put  
24 together. So there was money in Cheshire that I  
25 could take draws against. Yes. So I think your

1 question was, is it gross or was it net? I  
2 think it was intended to be gross, but the  
3 structure was set up at the end of 2019, early  
4 2020, and the license fee -- so I've been  
5 working with Cheshire since 2019, and up and  
6 until that PointOne in time, I had just taken  
7 draws against Cheshire.

8 Q. So in this period from the beginning of  
9 Cheshire up until this licensing fee is in  
10 place, you're taking draws from Cheshire?

11 A. Yes.

12 Q. Are you taking draws from Cheshire after  
13 the licensing fee is put in place?

14 A. That was the intention, but I think it  
15 was six -- maybe three or four months after that  
16 agreement was in place, the FBI came to my house  
17 and things changed from a financial perspective  
18 for me.

19 Q. Okay. And what I'm -- so would Cheshire  
20 Ventures -- did you, in fact, receive draws from  
21 Cheshire Ventures in 2019?

22 A. Yes.

23 Q. Approximately how much money?

24 A. In 2019?

25 Q. Yes.



1 A. Probably roughly \$400,000.

2 Q. How frequently would you take these  
3 draws?

4 A. Whenever -- I mean, no dedicated  
5 frequency. Randomly.

6 Q. In 2020 -- approximately when was the  
7 licensing arrangement with -- sorry. Let me  
8 back up.

9 Who is the licensing agreement with  
10 between Cheshire Ventures?

11 A. I believe it's Cheshire and Allcore.

12 Q. Okay. You mentioned CTBSRM --

13 A. Yes.

14 Q. -- previously. Does Cheshire have a  
15 contractual arrangement of some nature with  
16 CTBSRM?

17 A. No. I don't believe so.

18 Q. Okay. So with Allcore. Approximately  
19 when was that licensing agreement put in place?

20 A. I believe it was Q4 of 2019 or if it was  
21 the end -- December or January. So it was  
22 either December 2019 or January of 2020.

23 Q. And after the licensing agreement is put  
24 in place, do you continue to take draws from  
25 Cheshire, understanding that the FBI executed a

1 search warrant in April? Between, you know, Q4  
2 of 2019 and April of 2020, do you continue to  
3 take draws from Cheshire?

4 A. I did. Yes.

5 Q. And was Cheshire this licensing agreement  
6 where upwards of 98 percent of gross receipts  
7 but whatever actual amount is transferred to  
8 Allcore, is that, in fact, happening after that  
9 licensing? Is some amount of monies being  
10 transferred to Allcore pursuant to that  
11 licensing agreement after it's put in place?

12 A. We may have done one, but it dried up  
13 pretty quickly.

14 Q. Okay. Where is Cheshire Ventures bank  
15 account?

16 A. Geographically or?

17 Q. What bank is it with?

18 A. I believe U.S. Bank.

19 Q. Is there a dedicated Cheshire Ventures  
20 bank account?

21 A. Yes.

22 Q. Did Cheshire operate out of any other  
23 bank accounts other than 2it's own business  
24 account?

25 A. No.

1 Q. Did Cheshire -- did payments to Cheshire  
2 for Cheshire services ever get paid into your  
3 direct account, into your personal account?

4 A. Not that I'm aware of.

5 Q. To the extent you took draws from  
6 Cheshire Ventures, where would those monies be  
7 transferred from the Cheshire -- would they be  
8 withdrawn from the Cheshire Ventures business  
9 account?

10 A. Yes.

11 Q. And where would they go to?

12 A. To my personal account.

13 Q. Okay. To the degree that Cheshire  
14 Ventures's monies were transferred to Allcore,  
15 would that go from the Cheshire Ventures's  
16 business account to an Allcore bank account?

17 A. Yes.

18 Q. Who would cause that transfer?

19 A. That would have been either myself or Rod  
20 Atherton.

21 Q. Who had access to Cheshire Ventures bank  
22 account?

23 A. I did.

24 Q. Who had signature authority over it?

25 A. I did.

1 Q. Did Ronnie Atherton have any authority  
2 over Cheshire Ventures's bank account?

3 A. I don't think. Other than helping me set  
4 it up, I don't think he had authority.

5 Q. To a degree a transfer was executed  
6 between bank accounts, who would have caused,  
7 who would have effectuated that transfer?

8 A. Yeah, it would have been myself, or  
9 Rodney calling me saying you need to do in this  
10 for whatever reason.

11 Q. So Mr. Atherton might make a request of  
12 you, but you would execute on the request to  
13 cause the monies?

14 A. Yes.

15 Q. Did anybody else in your family have  
16 access to the Cheshire Ventures bank account?

17 A. No.

18 Q. Did you share information regarding the  
19 bank balances or payments or expenditures out of  
20 the Cheshire Ventures's bank account with  
21 anybody. By that I mean, statements or wired  
22 documents or anything like that, did you share  
23 those with anybody?

24 A. Yes.

25 Q. Who?

1 A. My accountant.

2 Q. Okay. Anybody besides your accountant?

3 A. No.

4 Q. Would you send any documents related to  
5 Cheshire Ventures's bank account to Mr.  
6 Atherton?

7 A. I don't know if I did or not. I don't  
8 remember.

9 Q. The licensing agreement with -- let's  
10 take a look at 57, Exhibit 2.

11 (Exhibit Number 2 was marked.)

12 BY MR. STOKES:

13 Q. Do you have that document in front of  
14 you?

15 A. I do.

16 Q. Do you recognize that document?

17 A. I do. I don't remember specifically, but  
18 this is -- yes. This is what I was talking  
19 about.

20 Q. Okay. So this, Exhibit 2 is labelled a  
21 facilitator agreement?

22 A. Yes.

23 Q. And does it appear from this document  
24 that the facilitator agreement is between  
25 Allcore and Cheshire Ventures?

1 A. That's what it says. Yes.

2 Q. Okay. You mentioned a licensing  
3 agreement before. When you're referring to that  
4 licensing agreement before, is that a reference  
5 to this facilitator agreement?

6 A. Yes. I remember it being called a  
7 license agreement for some reason, but maybe it  
8 was called the Facilitator Agreement.

9 Q. If you would take a moment to read the  
10 section of the agreement 2.0 contractor  
11 services.

12 A. Okay.

13 Q. Did you review this document in  
14 preparation for the deposition today?

15 A. I did not.

16 Q. Does that refresh your memory as to what  
17 the agreement provided or the contractual  
18 relationships between Allcore and Cheshire  
19 Ventures?

20 A. This -- this agreement does refresh my  
21 memory as to the generic structure of how  
22 Cheshire was going to pay Allcore. This one  
23 isn't signed. I don't -- I'm not certain that  
24 this didn't become a -- I'm blanking now -- I  
25 want to say a lease agreement but I mean --

1 Q. A license agreement?

2 A. A licensing agreement. Thank you. A  
3 license agreement. I'm not sure if this was  
4 just the initial draft that Rod sent me and then  
5 changed it to license or not. But certainly,  
6 this is the generalized structure.

7 Q. The services described here in the  
8 contractor services, are those the types of  
9 services that Cheshire Ventures performed for  
10 Allcore?

11 A. They could be. Yes.

12 Q. Well, did Cheshire Ventures, in fact,  
13 perform services for Allcore?

14 A. No, it did not.

15 Q. Did Cheshire Ventures pay Allcore any  
16 money pursuant to this agreement?

17 A. As I recall, it may have once, but I  
18 don't specifically recall if it did or not. It  
19 certainly would be in the bank records if we  
20 did. Like I said, this is January of 2020. So  
21 three months later, the FBI shows up and things  
22 changed.

23 Q. Okay. Was that four months later?

24 A. Yeah I suppose four months later.  
25 April 2nd.

1 Q. And so prior to -- so this agreement is,  
2 according to the first paragraph of the  
3 document, is dated -- is effective as of  
4 January 1, 2020. So prior to this agreement's  
5 date, January 1st of 2020, was Cheshire Ventures  
6 performing any services for Allcore?

7 A. No.

8 Q. What was Cheshire Ventures relationship  
9 to Allcore prior to January 1, 2020?

10 A. It didn't have one.

11 Q. Did Cheshire Ventures pay any monies to  
12 Allcore prior to January 2020?

13 A. No. As far as I know, no.

14 Q. This document purports that Cheshire  
15 Ventures, going forward, will provide business  
16 development for development management services  
17 or other services required to bring about a  
18 successful conclusion of certain development  
19 projects associated with the contractor contacts  
20 and referrals.

21 Do you see that, that describes that down  
22 in the contractor services 2.1?

23 A. 2.1.

24 Q. Yeah. Let me ask the question this way.  
25 What services do you recall Cheshire Ventures



1 contemplated performing on behalf of Allcore?

2 A. I think the concept was as a real estate  
3 development consulting entity, presumably that  
4 would give way to potential development  
5 opportunities or capital opportunities or  
6 anything in the real estate development's sphere  
7 that might potentially lead to a development of  
8 a project that Allcore could participate in.

9 Q. You previously mentioned that Cheshire  
10 Ventures was going to pay over 98 percent of its  
11 gross receipts to Allcore.

12 A. Yes.

13 Q. Yeah. Is that gross receipts, was your  
14 understanding, that Cheshire Ventures would pay  
15 over 98 percent of its gross receipts just on  
16 the projects that related to Allcore, or on all  
17 projects?

18 A. On all projects.

19 Q. Okay. Was Cheshire Ventures, going  
20 forward from this agreement, going to perform  
21 services that would not relate to Allcore?

22 A. Yes.

23 Q. What types of services?

24 A. Real estate development consulting  
25 services.

1 Q. So to the degree that Cheshire Ventures  
2 perform real estate performing services that  
3 were not related to Allcore, was Cheshire  
4 Ventures still intending to pay over 98 percent  
5 of its gross receipts to Allcore?

6 A. Yes.

7 Q. Why?

8 A. Because I had outstanding notes in the  
9 amount of about \$2 million through CTBSRM.

10 Q. What do you mean by that? What do you  
11 mean? How is that -- what I'm asking is, how is  
12 that an explanation for why Cheshire Ventures  
13 was going to pay over its -- 98 percent of its  
14 gross receipts to Allcore for work that didn't  
15 relate to Allcore?

16 MR. LITTLE: Objection to the form.  
17 Asked and answered. Are you asking him to  
18 explain why his answer is his answer?

19 THE WITNESS: The -- I personally  
20 had \$2 million in notes that needed to be  
21 repaid. My consulting company, Cheshire  
22 Ventures, contracted with Allcore to repay those  
23 notes through any project that Cheshire Ventures  
24 might have undertaken.

25 BY MR. STOKES:

1 Q. What is the form of that contract that  
2 you're referring to that Cheshire Ventures had  
3 with Allcore with regard to Cheshire Ventures  
4 repaying your notes with Allcore?

5 MR. LITTLE: Objection to form.

6 THE WITNESS: This agreement is --  
7 the 98 percent of gross receipts is intended to  
8 go to Allcore and would pay down those notes.

9 BY MR. STOKES:

10 Q. Okay. So is this facilitator -- I just  
11 want to make sure I understand --

12 A. Sure.

13 Q. -- this so facilitator agreement talks  
14 about the real estate services, as you can see  
15 here?

16 MR. LITTLE: Objection to form.

17 THE WITNESS: It talks about a lot  
18 of things. Yes.

19 BY MR. STOKES:

20 Q. Does -- would you point out to us where  
21 the facilitator agreement provides that the  
22 purpose of the payments from the Cheshire  
23 Ventures to Allcore is to satisfy personal notes  
24 that you have with Allcore?

25 A. I don't think it says that.

1 Q. Okay. I believe -- is there -- was  
2 there -- did you have an understanding that  
3 Cheshire Ventures's payments to Allcore were in  
4 part or in whole to satisfy your notes with  
5 Allcore?

6 MR. LITTLE: Objection to form;  
7 objection to the basis of the 30(b)(6)  
8 deposition. Are you asking this of Carleton  
9 Nelson the person, or are you asking as the  
10 corporate representative? You said, You, and it  
11 sounds like you did not refer to Cheshire  
12 Ventures.

13 BY MR. STOKES:

14 Q. I'm referring to you in your capacity as  
15 the managing principal of Cheshire Ventures or  
16 Cheshire Ventures.

17 MR. LITTLE: Well, to the extent  
18 you're not asking about Cheshire Ventures, I'd  
19 object on the basis that it can't buy in  
20 Cheshire Ventures. To the extent you're asking  
21 him specifically, I'll just note that.

22 THE WITNESS: As a managing  
23 principal of Cheshire, my intention was to see  
24 that any monies that Cheshire Ventures earned  
25 based on this agreement went to Allcore and that

1 would in part or in whole satisfy the notes.

2 Yes.

3 BY MR. STOKES:

4 Q. And what notes would this include that  
5 you had with -- that you personally had with  
6 Allcore that Cheshire Ventures was going to  
7 satisfy?

8 A. Cheshire Ventures didn't have a note.

9 Q. I understand Cheshire Ventures didn't,  
10 but what notes are you referring to?

11 A. Carleton Nelson had notes out from  
12 Renrets to Allcore Development or to CTBSRM.

13 Q. Okay. And so Carleton Nelson being you?

14 A. Yes, being me.

15 Q. Right. And so when you say Carleton  
16 Nelson had notes with Renrets, what do you mean  
17 by that?

18 A. I mean, that a line of credit had been  
19 issued and money had been borrowed against the  
20 company that was to Carleton Nelson as a person,  
21 and Carleton Nelson as a managing principal of  
22 Cheshire Ventures, intended to use proceeds from  
23 work that Cheshire Ventures, did to fund  
24 Allcore, and in part or in whole, repay those  
25 notes.

1 Q. So as we discussed yesterday, there were  
2 notes in your personal capacity with Allcore, so  
3 that's what you're referring to here?

4 A. Yes.

5 Q. There are also notes with Renrets?

6 A. Well.

7 Q. A note --

8 A. It's one of the same. Yes. It  
9 originally was one note with me in my personal  
10 capacity. That was folded into a note through  
11 Renrets, correct.

12 Q. Did you view yourself as responsible for  
13 the Renrets notes?

14 A. Yes.

15 MR. LITTLE: Objection to form.

16 THE WITNESS: Yes, I did.

17 BY MR. STOKES:

18 Q. And how much monies did Cheshire Ventures  
19 contribute or pay down on those notes?

20 A. None.

21 Q. Why?

22 A. Because in April 2nd the FBI visited my  
23 home and ended up taking all my money.

24 Q. In 2019, you mentioned that you took a  
25 draw of \$400,000 from Cheshire Ventures.

1 A. Cheshire Ventures earned approximately  
2 \$400,000, yes.

3 Q. Okay. So how much of the \$400,000 that  
4 Cheshire Ventures earned in 2019 was paid  
5 towards those notes?

6 A. None. The agreement wasn't in placement  
7 then.

8 Q. What was the money used for from Cheshire  
9 Ventures in 2019?

10 MR. LITTLE: Objection to the form.

11 THE WITNESS: It's hard to say. I  
12 don't know how much the government took and how  
13 much I used.

14 BY MR. STOKES:

15 Q. Previously, just to make sure we're clear  
16 for the record, I believe you took draws over  
17 time --

18 A. Yes.

19 Q. -- from Cheshire Ventures in 2019 of  
20 approximately 400,000. Do you -- so I just want  
21 to make sure this is clear for the record.

22 Do you know how much money you drew down  
23 from Cheshire Ventures for your personal  
24 purposes in 2019?

25 A. So I believe your question was, how much

1 did Cheshire earn in 2019, not how much in draws  
2 I took. So let me clarify.

3 I believe Cheshire earned approximately  
4 \$400,000 in 2019. I do not know exactly how  
5 much in draws I took personally from Cheshire  
6 Ventures in 2019.

7 Q. Do you know generally how much in draws  
8 you took from Cheshire Ventures in 2019?

9 A. I don't.

10 Q. Okay. Did you -- besides you drawing  
11 down money for your own -- for your personal  
12 purposes, what other purposes would Cheshire  
13 Ventures's monies have been used for in 2019?

14 MR. LITTLE: Objection to the form.  
15 One, because if you're asking about how he's  
16 spending any money that he's obtained through  
17 Cheshire Ventures, it's not a proper topic of  
18 the 30(b)(6) deposition.

19 And if you're asking him then  
20 personally, then we'll just need to note that  
21 time for the seven hours you're asking him about  
22 him personally. If the question is Cheshire  
23 Ventures is using its money, then we need to  
24 clarify that for purposes of the 30(b)(6).

25 MR. STOKES: For the record, I'd ask



1       that you not give speeches.

2                   MR. LITTLE:   Well, Patrick, I'm  
3       not going to allow you --

4                   MR. STOKES:   The question was clear.

5                   MR. LITTLE:   It was not.

6                   MR. STOKES:   I was clearly asking  
7       about Cheshire Ventures and his draws from  
8       Cheshire Ventures and how monies that were not  
9       used, drawn down by him, were used by Cheshire  
10      Ventures.

11                   So I would ask that you stop giving  
12      speeches on the record.

13                   MR. LITTLE:   Patrick, you've been on  
14      both sides of those question the last four  
15      times.

16                   MR. STOKES:   And to be the clear for  
17      the record, we can, of course, ask questions  
18      beyond those in the notice.

19                   MR. LITTLE:   I'll make sure we point  
20      that out when we get to your 30(b)(6), because  
21      you guys have objected with 80 pages of  
22      objections.

23                   MR. STOKES:   That, of course, is  
24      completely irrelevant to this hearing and --

25                   MR. LITTLE:   It's not irrelevant.

1 The position you're taking here will be the  
2 position we expect you to take in a 30(b)(6) for  
3 Amazon, so if you ask questions outside the  
4 topics --

5 MR. STOKES: Why don't we go off the  
6 record?

7 MR. LITTLE: I got nothing further  
8 to say.

9 MR. STOKES: Yeah. Okay. Alex, if  
10 you're going to keep --

11 MR. LITTLE: We're still on the  
12 record, right?

13 THE REPORTER: Yes.

14 THE VIDEOGRAPHER: Do you want me to  
15 go off the record?

16 MR. STOKES: Yes. Go off the  
17 record.

18 MR. LITTLE: No. We're not agreeing  
19 to go off the record. What is the purpose?

20 MR. STOKES: Because I want to talk  
21 to you about your interference with the  
22 deposition, and if you want to talk about the  
23 scope of the --

24 MR. LITTLE: I objected three time.

25 MR. STOKES: If you want to talk

1 about the scope of the 30(b)(6), I'm happy to  
2 talk to you about that off the record;  
3 otherwise, please stop interfering with the  
4 deposition.

5 MR. LITTLE: Let's talk about the  
6 30(b)(6). We can go off.

7 THE VIDEOGRAPHER: We're going off  
8 the record. The time is 10:02 a.m.

9 (Discussion off the record.)

10 THE VIDEOGRAPHER: We're returning  
11 to the record. The time is 10:05 a.m.

12 BY MR. STOKES:

13 Q. Mr. Nelson, how much money did you draw  
14 down from Cheshire Ventures in 2019?

15 A. I don't know.

16 Q. Of the monies, was there money that  
17 remained in Cheshire Ventures in 2019 that you  
18 did not draw down?

19 A. Yes.

20 Q. What was that money used for?

21 A. It funded Cheshire Ventures to do  
22 whatever it needed to do.

23 Q. What does that mean? What does Cheshire  
24 Ventures do whatever it needed to do?

25 A. Well, it funded the ability for Cheshire

1 to travel places and stay in hotels and to  
2 potentially engage with outside consultants and  
3 pay them. Basic operational stuff.

4 Q. And the work that Cheshire Ventures did  
5 in 2019, was it performing any of that work on  
6 behalf of or for the benefit of Allcore?

7 A. No.

8 Q. Was it performing any of that work on  
9 behalf of or for the benefit of CTBSRM?

10 A. No.

11 Q. Was it performing any of that work on  
12 behalf of or for the benefit of the 2010 trust?

13 A. No.

14 Q. In 2020 -- well, the facilitator  
15 agreement that we've been looking at, Exhibit 2,  
16 did that agreement have any purpose other than  
17 to serve as forming a tax structure?

18 A. Yes.

19 Q. What purpose?

20 A. Was to pay money to Allcore.

21 Q. For what purpose?

22 A. To fund Allcore and pay down personal  
23 notes.

24 Q. Was any of Cheshire Ventures's monies  
25 used to pay down your personal notes?

1 A. Not that I'm aware of, no.

2 Q. To the extent that Cheshire Ventures was  
3 going to fund Allcore, what was that money being  
4 used to fund Allcore for?

5 A. Real estate development activities.

6 Q. Okay. What personal interest would --  
7 what interest would Cheshire Ventures -- what  
8 interest did Cheshire Ventures have in Allcore?

9 A. Cheshire Ventures has no interest in  
10 Allcore.

11 Q. Did it have any ownership interest?

12 A. No.

13 Q. What would Cheshire Ventures receive from  
14 Allcore in exchange for provided 98 percent of  
15 its gross receipts to Allcore?

16 A. Nothing.

17 Q. Who would benefit, then, from Cheshire  
18 Ventures providing Allcore 98 percent of its  
19 gross receipts?

20 A. Allcore.

21 Q. Would you personally benefit?

22 A. Possibly.

23 Q. You mentioned that it would be paying  
24 your personal notes with Allcore.

25 A. Yes.

1 Q. Was -- did Cheshire Ventures have an  
2 ownership stake in Allcore?

3 A. No.

4 Q. To the degree that Cheshire Ventures is  
5 paying, intended to pay 98 percent of its gross  
6 receipts to Allcore, would you personally  
7 receive any ownership stake in Allcore?

8 A. No.

9 Q. Who owned Allcore?

10 A. Christian Kirschner.

11 Q. Who -- to the degree that Allcore  
12 received receipts and engaged in development  
13 business, who would profit from that development  
14 business?

15 A. Well, it depends on the deal. It's hard  
16 to say. I don't know. You're asking a  
17 theoretical.

18 Q. Well, did Allcore engage in any business  
19 on behalf of or for the benefit of Cheshire  
20 Ventures?

21 A. No.

22 Q. Did Cheshire Ventures pay money to  
23 Allcore for some purpose, other than paying down  
24 your notes?

25 A. If any money was paid, and I don't

1 remember that it was or wasn't, like I said, I  
2 thought there was at least one payment -- it  
3 would have been -- there would have been  
4 multiple reasons for that money to be there.  
5 One of which was to pay down the notes. The  
6 other or which was to continue Allcore --

7 (Clarification by Reporter)

8 THE WITNESS: -- to pursue real  
9 estate development activities.

10 BY MR. STOKES:

11 Q. So help, so explain why monies earned by  
12 Cheshire Ventures that are paid to Allcore would  
13 be paid to Allcore and provide no benefit to  
14 Cheshire Ventures?

15 MR. LITTLE: Object to form.

16 THE WITNESS: Well, you yourself  
17 said that they would pay down my personal notes.  
18 That is a benefit.

19 BY MR. STOKES:

20 Q. How is that benefit to Cheshire Ventures?

21 A. Well, I'm the managing principal of  
22 Cheshire Ventures.

23 Q. Okay. So was Cheshire Ventures's  
24 activities being performed as an alterego of  
25 yourself?

1 MR. LITTLE: Objection to form.

2 Calls for a legal conclusion.

3 THE WITNESS: Cheshire Ventures was  
4 being performed as an LLC. Period.

5 BY MR. STOKES:

6 Q. The monies that are identified in the  
7 services and the services that are being  
8 identified in the facilitator agreement, was  
9 there an intention for Cheshire Ventures or you  
10 to personally benefit from monies or operations  
11 performed by Allcore in the future -- put aside  
12 the notes? Monies paid to Allcore by Cheshire  
13 Ventures that you said could be used or would be  
14 used for real estate development work, was that  
15 Cheshire Ventures's benefit or for your personal  
16 benefit?

17 MR. LITTLE: Objection to form.

18 THE WITNESS: Yeah. I don't  
19 understand the question. Can you rephrase the  
20 question.

21 BY MR. STOKES:

22 Q. Sure. You said that this facilitator  
23 agreement and your understanding of the  
24 agreement was that Cheshire Ventures would pay  
25 monies, 98 percent of its gross receipts to



1 Allcore; is that right?

2 A. Yes.

3 Q. And that those monies would be used by  
4 Allcore for its own development work as well as  
5 to pay down your notes?

6 A. Yes.

7 Q. To the degree it's being used for  
8 development work, to whose benefit would that  
9 accrue?

10 A. Again, that depends on the deal. Each  
11 deal is a snowflake. It's hard to know without  
12 a specific deal.

13 Q. Did Allcore engage in any business on  
14 behalf -- in connection with Cheshire Venture --  
15 Cheshire Ventures?

16 A. No.

17 (Exhibit Number 3 was marked.)

18 BY MR. STOKES:

19 Q. Let's take a look at Tab -- Exhibit 3,  
20 Tab 31.

21 A. I see it.

22 Q. Okay. Do you recognize this document?

23 A. I do.

24 Q. Is this a document that Cheshire Ventures  
25 produced in this litigation?

1 MR. LITTLE: Objection; form.

2 THE WITNESS: It has a Cheshire

3 Bates stamp on it, yes.

4 BY MR. STOKES:

5 Q. What is this document?

6 A. I believe this is a structure of the  
7 bonus that Rod and Von were to get through  
8 Allcore based off of a loss that Rod had  
9 indicated he had, leaving the company in  
10 effective the same financial position in the  
11 next following year.

12 Q. Okay. So this is an e-mail from Cheshire  
13 Ventures to Rod Atherton, right?

14 MR. LITTLE: Objection to form.

15 THE WITNESS: That's what the e-mail  
16 says. Yes.

17 BY MR. STOKES:

18 Q. Who is that e-mail address  
19 CheshireVentures@outlook.com. Who is that  
20 associated with that e-mail address?

21 A. I was.

22 Q. Did you have other Cheshire Ventures's  
23 e-mail addresses?

24 A. I don't think so. I might have had one  
25 or two that they assigned to me, but not that

1 I'm aware of.

2 Q. When you say "they assigned" you, who  
3 assigned you?

4 A. I believe I did that through Godaddy or  
5 through Outlook Godaddy gave me additional  
6 e-mails.

7 Q. And the subject line of this e-mail with  
8 Mr. Atherton, it says, "revised bonus."

9 What is the bonus related to?

10 A. Allcore.

11 Q. Why would Cheshire Ventures be involved  
12 in communications with Mr. Atherton about a  
13 bonus that Mr. Atherton would receive in  
14 connection with Allcore's business?

15 A. I was using the Cheshire Ventures's  
16 e-mail. That's it.

17 Q. What services had Mr. Atherton provided  
18 to Allcore that would permit him to receive a  
19 bonus?

20 A. Is this about Allcore or about Cheshire?

21 Q. It's a Cheshire e-mail. Can you explain  
22 to us what --

23 A. To the extent I was using my Cheshire  
24 e-mail to send this, yes. That's all Cheshire's  
25 involvement was in this, was Cheshire used an

1 e-mail to send a communication.

2 Q. Okay. So Cheshire Ventures being you,  
3 are interacting with the attorney for Allcore  
4 and providing a schedule of bonuses for  
5 Mr. Atherton and Mr. Von Lacy; is that right?

6 MR. LITTLE: Objection to form.  
7 Mischaracterizes his testimony.

8 THE WITNESS: I'm using a Cheshire  
9 e-mail account to communicate with Rod Atherton.  
10 Yes.

11 BY MR. STOKES:

12 Q. Okay. What are you communicating to him  
13 here?

14 A. I'm communicating to him a bonus  
15 structure that has nothing to do with Cheshire  
16 Ventures.

17 Q. So you say. So explain what the bonus  
18 structure is?

19 MR. LITTLE: Objection to form.

20 THE WITNESS: This case, it says,  
21 total bonus, and it has a Rod number, a Von  
22 number, a CNCK number, a Rod number, and Von  
23 number, it looks like a net, and then a gifted  
24 back number.

25 BY MR. STOKES:

1 Q. Okay. What does CN stand for?

2 A. I believe Carl Nelson.

3 Q. What does CK stand for?

4 A. I believe Casey Kirschner.

5 Q. And what is the bonus that you're  
6 referring to here?

7 A. This would have been a bonus for Rod and  
8 for Von.

9 Q. For what purpose?

10 A. It's an annual bonus.

11 Q. For what services?

12 A. For their work with Allcore.

13 Q. What work had they done for Allcore that  
14 supported this bonus?

15 MR. LITTLE: Objection to the form.  
16 Also outside of the 30(b)(6) deposition.

17 THE WITNESS: I mean, Cheshire has  
18 nothing to do with this other than the e-mail.

19 BY MR. STOKES:

20 Q. There's a document here from Cheshire  
21 Ventures to Rod Atherton about bonuses --

22 MR. LITTLE: That's not correct.

23 BY MR. STOKES:

24 Q. -- so I think we're entitled to ask you  
25 about Cheshire Ventures's business here.

1 MR. LITTLE: And he answered that  
2 part, and to the extent that you continue to ask  
3 this line of questioning, we will note the time  
4 for purposes of his deposition.

5 MR. STOKES: We, of course, disagree  
6 with that.

7 MR. LITTLE: That's fine. What  
8 time --

9 MR. STOKES: Since this is a  
10 Cheshire Ventures that's being --

11 MR. LITTLE: That's not what he --  
12 that's not what he's testified to at all.

13 MR. STOKES: I understand that's  
14 what he's testified to --

15 MR. LITTLE: That's great.

16 MR. STOKES: -- and so we are  
17 continuing to explore whether that is true.

18 MR. LITTLE: And he told you three  
19 different ways that that is true.

20 BY MR. STOKES:

21 Q. So continue.

22 A. If I had had used my G-mail, would it  
23 have been a G-mail venture?

24 Q. Again --

25 A. The answer is, no. It's a Cheshire

1 Ventures e-mail to communicate. It has nothing  
2 to do with Cheshire.

3 Q. Okay.

4 A. That's the answer, Pat. There's nothing  
5 else.

6 Q. Okay. So is it clearly within the topics  
7 of what we've set forth in this 30(b)(6) topic  
8 six, but it is also a Cheshire Ventures e-mail.

9 So the question to you, Mr. Nelson, is:  
10 What is the purpose, what is the support for the  
11 bonus that you are indicating should be paid to  
12 Rod Atherton --

13 MR. LITTLE: Same objection.

14 Also --

15 MR. STOKES:

16 Q. -- and Von Lacy?

17 MR. LITTLE: -- as to the lack of  
18 clarity as to the "you."

19 THE WITNESS: In my capacity, as the  
20 managing principal of Cheshire Ventures, I had  
21 no authority nor did I have any understanding as  
22 to what this would have been.

23 BY MR. STOKES:

24 Q. You sent an e-mail to Rod Atherton laying  
25 out a bonus structure.

1 MR. LITTLE: Same objection.

2 BY MR. STOKES:

3 Q. What is the structure of that bonus  
4 that you're --

5 MR. LITTLE: Same objections.

6 Q. -- that you're saying --

7 THE WITNESS: It's not related to  
8 Cheshire Ventures.

9 BY MR. STOKES:

10 Q. Are you refusing to answer the question?

11 A. I'm telling you here that's nothing  
12 related to Cheshire Ventures.

13 Q. Are you refusing to answer the question  
14 as to what you know in your capacity sitting  
15 here in this deposition today?

16 MR. LITTLE: Are you asking him in  
17 his capacity as Cheshire Ventures or his  
18 capacity as --

19 MR. STOKES: I don't know what  
20 capacity he knows --

21 MR. LITTLE: -- capacity as Cheshire  
22 Ventures?

23 MR. STOKES: For the record,  
24 Mr. Little, I would ask that you stop  
25 interfering in the deposition.



1 MR. LITTLE: I'm making objections  
2 on the record, which is perfectly my purpose  
3 here today.

4 MR. STOKES: And for the record, we  
5 also did offer to meet and confer with you on  
6 this deposition, and you did not take us up on  
7 it.

8 MR. LITTLE: That's not true. Where  
9 is the e-mail, Patrick? That is not true.

10 MR. STOKES: We're not here to  
11 answer your questions.

12 MR. LITTLE: Put on the record that  
13 that is false.

14 MR. STOKES: You can look through  
15 your own e-mails.

16 MR. LITTLE: Okay.

17 BY MR. STOKES:

18 Q. So, Mr. Nelson, are you refusing to  
19 answer questions about this e-mail that is from  
20 Cheshire Ventures?

21 A. In my capacity as managing principal for  
22 Cheshire Ventures, who sent this e-mail, I  
23 understand this to be a chart showing total  
24 bonus with Rod, with Von, with CNCK, with Rod,  
25 Von, gifted back and numbers attached to it.

1 That's all Cheshire Ventures would have known  
2 about that.

3 Q. And you're the managing principal for  
4 Cheshire Ventures?

5 A. Yes.

6 Q. And so what did you know about that?

7 MR. LITTLE: Same objection. We're  
8 going to start counting time. If you don't want  
9 to do it that way, then I will direct him not to  
10 answer the question.

11 MR. STOKES: We do not agree to  
12 that, and this is entirely inappropriate.

13 MR. LITTLE: Then I'm directly him  
14 not to answer. That's fine. You guys are  
15 trying to get out your seven-hour limit. The  
16 rest has nothing to do with Cheshire Ventures.  
17 That's clear from your (sic) testimony  
18 yesterday.

19 You started on this topic. You  
20 didn't ask any of these questions yesterday.  
21 You had this e-mail available to you yesterday.  
22 He talked about this bonus yesterday, and you  
23 didn't ask any questions. And so you're clearly  
24 trying to evade the seven-hour limit by asking  
25 questions that are not about Cheshire Ventures

1 and a Cheshire Ventures 30(b)(6). It's  
2 inappropriate, and we are going to tell him to  
3 not answer questions about those.

4 He's answered your questions about  
5 Cheshire Ventures.

6 MR. STOKES: Okay.

7 MR. LITTLE: We've gone for a hour.  
8 It's probably a good time for a break.

9 MR. STOKES: No. We're not going to  
10 take a break now. We're going to stay on the  
11 record.

12 MR. LITTLE: That's fine.

13 MR. STOKES: Mr. Little, what you  
14 just said is completely inappropriate --

15 MR. LITTLE: Which part?

16 MR. STOKES: -- not true. We're  
17 asking Mr. Nelson topics -- about topics that  
18 are within the topic 30(b)(6). This is also an  
19 e-mail from Cheshire Ventures. Mr. Nelson can  
20 fence and describe this e-mail coming from  
21 whoever he likes, but we are perfectly entitled  
22 to ask him about his knowledge as a  
23 representative of Cheshire Ventures and --

24 MR. LITTLE: And he has answer that  
25 question --

1 MR. STOKES: And he clearly know --

2 MR. LITTLE: -- literally three  
3 times.

4 MR. STOKES: -- and he clearly knows  
5 about the topics of this e-mail that he chooses  
6 now to try to distinguish between his knowledge  
7 that he knows as to Cheshire Ventures versus  
8 himself versus some other role with these  
9 entities is fine. He can explain that on the  
10 record. And he can provide his knowledge, and  
11 we can later dispute whether or not that is  
12 within the scope of 30(b)(6) or within the scope  
13 of his role as Cheshire Ventures, but clearly he  
14 is wearing multiple hats at the same time in his  
15 operations of these various entities. So we are  
16 entitled to explore and ask about that,  
17 particularly where the e-mail itself is from  
18 Cheshire Ventures.

19 MR. LITTLE: It's not. It's from an  
20 e-mail account that involves Cheshire Ventures.

21 MR. STOKES: That's fine.

22 MR. LITTLE: He told you multiple  
23 times where the distinction lies --

24 MR. STOKES: And I --

25 MR. LITTLE: -- and you ask

1 questions about this topic yesterday, Patrick --

2 MR. STOKES: And I understand that  
3 it --

4 MR. LITTLE: -- and then you stopped  
5 asking questions it because you didn't want to  
6 waste extra time, and you wanted to use your  
7 time here. That's what's happening. We're not  
8 going to allow it.

9 MR. STOKES: And, Alex, you're  
10 purporting to know why I did what I did  
11 yesterday is, of course, based on your own  
12 imagination, but for purposes of this deposition  
13 today, I would ask that you stop interfering in  
14 the deposition. I'm entitled to ask --

15 MR. LITTLE: I'm not interfering.  
16 We're lodging our objection. We're directing  
17 THE WITNESS: Not to testify about this matter  
18 in a 30(b)(6). If you want him to answer  
19 questions about it, he can do so. You still  
20 have about 50 minutes left of your seven hours.  
21 If you wish to do so, we're happy to have him do  
22 that now and to do it on the record now.

23 So if you choose not to take that  
24 path, that's your decision.

25 MR. STOKES: Yes. And it is your

1 decision to have your witness to refuse to  
2 answer questions that clearly are within the  
3 scope of 30(b)(6). Are instructing your witness  
4 not to these answer that are --

5 MR. LITTLE: They are not within the  
6 scope of the 30(b)(6).

7 MR. STOKES: They are clearly within  
8 the scope of the 30(b)(6), and are you --

9 MR. LITTLE: Patrick, let's read  
10 this into the record --

11 MR. STOKES: -- instructing your  
12 client --

13 MR. LITTLE: The topic you've listed  
14 is Number six --

15 MR. STOKES: Are you --

16 MR. LITTLE: -- your relationship  
17 and interactions with Rodney Atherton, which  
18 includes Cheshire Ventures -- the your here is  
19 defined as Cheshire Ventures's interaction with  
20 Rodney Atherton or any entity formed by Rodney  
21 Atherton. He testified about those interactions  
22 here, and he has said this interaction is not  
23 one of those.

24 MR. STOKES: We are excluding all of  
25 this time from the 30(b)(6) today where you --

1 MR. LITTLE: You can try to do that,  
2 sir.

3 MR. STOKES: And --

4 MR. LITTLE: You stated on the  
5 record. I asked to go off the record.

6 MR. STOKES: Yes. And we are also  
7 going to be asking Mr. Nelson about these topics  
8 in his capacity as a representative of Cheshire  
9 Ventures --

10 MR. LITTLE: And he's done that  
11 already.

12 MR. STOKES: And we are not limited  
13 to the topics included in the notice, of course,  
14 as you know from the rules. This is simply  
15 these are topics that he must be prepared for.  
16 So we will go off the record now to take a break  
17 so you can consult with your client. When we  
18 come back on, we will continue with this line of  
19 questioning.

20 THE VIDEOGRAPHER: We're going off  
21 the record.

22 MR. LITTLE: You're going to get the  
23 same answers next time.

24 THE VIDEOGRAPHER: We're going off  
25 the record. The time is 10:25.

1 (Discussion off the record.)

2 THE VIDEOGRAPHER: We are returning  
3 to the record. The time is 10:39 a.m.

4 BY MR. STOKES:

5 Q. Mr. Nelson, do you still have Exhibit 3  
6 in front of you?

7 A. Tab three, yes.

8 Q. Tell us what you know in any capacity  
9 about this bonus that's being described in your  
10 e-mail that you're sending to -- from Cheshire  
11 Ventures's e-mail account to Rod Atherton?

12 MR. LITTLE: Objection to the form.  
13 Same objection previously about the scope of the  
14 deposition.

15 THE WITNESS: As managing principal  
16 of Cheshire Ventures, I gave myself the ability  
17 to send e-mails personally. This would have  
18 been a personal e-mail to Rod Atherton regarding  
19 the numbers and the names you see there. As  
20 managing principal of Cheshire Ventures, I would  
21 have had no idea what this is.

22 BY MR. STOKES:

23 Q. When you say that you as managing  
24 principal of Cheshire Ventures, you gave  
25 yourself permission to send personal e-mails



1 from Cheshire Ventures's e-mail account. What  
2 does that mean?

3 A. That means that I used company, Cheshire  
4 Ventures's company to send personal e-mails.

5 Q. You said you gave yourself permission to  
6 do this. Describe what you mean by that.

7 A. I mean, I used the Cheshire Ventures's  
8 e-mail account to send personal e-mails.

9 Q. Okay. So you're using a Cheshire e-mail  
10 to send this. Do you know the substance of this  
11 bonus structure --

12 MR. LITTLE: Objection to the form.

13 BY MR. STOKES:

14 Q. -- in any capacity whether your personal  
15 or Cheshire Ventures's capacity?

16 A. So when you say you, as Cheshire Ventures  
17 managing principal, no. In my personal  
18 capacity, yes.

19 Q. Okay. And what do you know about it in  
20 any capacity?

21 MR. LITTLE: Same objection and  
22 we're going to direct him not to answer to the  
23 extent you're asking him about his personal  
24 capacity, because it's outside of the 30(b)(6).  
25 It's not proper. If you want to ask him in his

1 personal deposition, you can.

2 BY MR. STOKES:

3 Q. Are you refusing to answer the question?

4 MR. LITTLE: I'm directing him to  
5 answer on the basis of the objection I  
6 previously stated.

7 BY MR. STOKES:

8 Q. Are you refusing to answer?

9 A. I am answer as managing principal of  
10 Cheshire Ventures. I have no idea what this is  
11 or what this was about.

12 BY MR. STOKES:

13 Q. And so, sir, how many entities were you  
14 associated with?

15 A. When you say "you," what do you mean?

16 Q. You and your personal capacity, you are  
17 acting on -- you are associated with Cheshire  
18 Ventures; is that right?

19 A. Yes.

20 Q. Were you associated with Allcore?

21 A. No.

22 Q. Did you have any other entities that you  
23 were -- you had no association with Allcore?

24 A. No.

25 Q. Did you have loans with Allcore?

1 A. No.

2 Q. Did you have loans with CTBSRM?

3 A. No.

4 Q. Are you referring to your yourself or are  
5 you referring to you as managing principal of  
6 Cheshire Ventures?

7 A. I'm referring to myself in my personal  
8 capacity. I did not have loans with CTBSRM.

9 Q. Who did you have loans with?

10 A. I didn't have loans with anybody.

11 Q. Did you take out promissory notes in your  
12 personal capacity with CTBSRM?

13 A. No.

14 Q. What entities did you operate through to  
15 take out loans through CTBSRM --

16 A. I didn't --

17 Q. -- to borrow monies from CTBSRM?

18 A. I did not operate any entities that took  
19 out loans against CTBSRM.

20 Q. Did Renrets take out notes through  
21 CTBSRM?

22 A. Yes.

23 Q. Prior to Renrets taking out a note with  
24 CTBSRM, did you personally have a note with  
25 CTBSRM that was subsequently folded in to the

1 Renrets note?

2 A. Yes.

3 Q. So when you just said a moment you had no  
4 note with CTBSRM, that was not true?

5 A. I don't have notes with CTBSRM.

6 Q. Did you have notes with CTBSRM?

7 A. I don't know that I ever did because  
8 Rodney Atherton folded it in before it even  
9 became a note.

10 Q. Okay. So again, on Exhibit 3, do you  
11 have knowledge whether as the corporate  
12 representative of Cheshire Ventures or in any  
13 other capacity about what the structure -- what  
14 the purpose of this bonus structure was?

15 MR. LITTLE: Objecting, this is  
16 asked and answered. We have the same objections  
17 as before. He's already answered this to the  
18 capacity of the 30(b)(6). If you're asking him  
19 in any other capacity, I'm directing him not to  
20 answer.

21 MR. STOKES: And for the record, I  
22 want to be clear that Mr. Little is instructing  
23 you not to answer question based on 30(b)(6)  
24 scope definition that is not provided by the  
25 rules, and so we will leave this now but we --

1 MR. LITTLE: Patrick, that's not  
2 true. My objection, I'll state for the record,  
3 to make very clear, is you're asking him about  
4 his personal capacity. Not about anything  
5 related to Cheshire Ventures. You're doing so  
6 to evade the time limit on his personal  
7 deposition. You have some time left, about 50  
8 minutes. If you wish to ask that question, we  
9 will make him available right now to answer  
10 those questions and count against your time.  
11 That is my objection. That's the limits of it.

12 MR. STOKES: And, of course, you  
13 don't set the rules, Mr. Little, and so the  
14 question I'm asking is about an e-mail in which  
15 your client is operating through an e-mail  
16 account that says Cheshire Ventures, and you're  
17 instructing your client to refuse to answer in  
18 this 30(b)(6) a question about whether he has  
19 knowledge of the contents of this --

20 MR. LITTLE: No, that's true. He  
21 did say he had knowledge. If you read the  
22 record back or you can read the court reporter's  
23 transcript. He said he did have knowledge in  
24 his personal capacity.

25 MR. STOKES: I just asked him a

1 question on whether he had any knowledge and you  
2 instructed him not to answer the question.

3 MR. LITTLE: Patrick, you asked the  
4 question twice. I'm happy to go off the record.  
5 The first time you asked him, he clarified his  
6 bases of his knowledge and included personal  
7 bases. And this time the question was general  
8 you said "in any way." And I'm objecting to the  
9 extent it calls for his personal knowledge, we  
10 believe it's your attempt to circumvent the  
11 seven-hour rule on his personal deposition.

12 MR. STOKES: And we --

13 MR. LITTLE: That's our objection.  
14 That's it.

15 MR. STOKES: And we disagree with  
16 you.

17 MR. LITTLE: That's fine.

18 MR. STOKES: So we are not seeking  
19 to circumvent the seven-hour rule, and we do  
20 have time in the personal deposition. This is  
21 not a question related to his personal  
22 deposition.

23 This is a question for 30(b)(6),  
24 which is entirely appropriate.

25 BY MR. STOKES:

1 Q. And again, do you have any knowledge in  
2 any capacity about the substance of this bonus  
3 structure?

4 MR. LITTLE: Objection, asked and  
5 answered.

6 THE WITNESS: In my personal  
7 capacity, yes.

8 BY MR. STOKES:

9 Q. Okay. What is that substance of this  
10 structure? What is the purpose of this  
11 structure?

12 MR. LITTLE: Same objection and we  
13 are directing him not to answer because it is  
14 not appropriate for the 30(b)(6) deposition.

15 MR. STOKES: We'll note for the  
16 record as well, instructing a witness not to  
17 answer in a 30(b)(6) deposition where the  
18 witness has personal knowledge is not proper.

19 MR. LITTLE: I understand that is  
20 your position. You've heard our position many  
21 times. The record is very clear.

22 BY MR. STOKES:

23 Q. What business did Cheshire Ventures do  
24 with Amazon?

25 A. Cheshire Ventures didn't do any business

1 with Amazon.

2 Q. Did Cheshire Ventures attempt to do  
3 business with Amazon?

4 A. Yes.

5 Q. What business did it attempt to do  
6 business with Amazon?

7 A. Cheshire Ventures pitched Amazon on  
8 various sites and potential development  
9 propositions.

10 Q. Where?

11 A. Virginia, Knoxville, Tennessee. I  
12 believe potentially even North Carolina.

13 Q. And when you say Cheshire Ventures did  
14 this, who did this on behalf of Cheshire  
15 Ventures?

16 A. As managing principal, I did.

17 Q. Who did you reach out to at Amazon to  
18 pitch these projects to?

19 A. Todd Meldahl.

20 Q. And when did you do this?

21 A. 2019 and 2020.

22 Q. How did you reach out to Todd?

23 A. E-mail, phone, text. I think that's it.

24 Q. Did you communicate with Tod through  
25 whatsapp or any other messaging application such



1 as whatsapp?

2 A. I don't remember.

3 Q. And let's start with the Virginia  
4 projects. What Virginia projects did you pitch  
5 to Todd on behalf of Cheshire Ventures?

6 A. As I recall, various land sites.

7 Q. What were the nature of those lands  
8 sites?

9 A. Potential land sites for development of  
10 future Amazon projects.

11 Q. What types of projects?

12 A. Any type of project.

13 Q. What were you proposing to Todd Meldahl?

14 A. That Cheshire Ventures could take land  
15 under control, and potentially be able to  
16 develop projects for Amazon.

17 Q. Were these for data centers?

18 A. Not necessarily, no.

19 Q. Where were the land sites located?

20 A. All over.

21 Q. All over where?

22 A. Virginia, Knoxville, and I believe North  
23 Carolina.

24 Q. Sorry. Focused on Virginia, where in  
25 Virginia? That was my original question. It

1 wasn't clear.

2 In Virginia, where were these sites that  
3 you were pitching to Todd?

4 A. I believe along the 95 corridor down near  
5 Richmond, between Richmond and D.C.

6 (Exhibit Number 4 was marked.)

7 BY MR. STOKES:

8 Q. Take a look at Exhibit 4, which is Tab  
9 19.

10 A. Yes, I see it.

11 Q. Okay. This is an e-mail from -- what is  
12 this document?

13 A. This is an e-mail from myself at Cheshire  
14 Ventures to Todd Meldahl.

15 Q. And what is it in regard to?

16 A. It says, Will you send me the RFP  
17 response from SDC.

18 Q. What is SDC?

19 A. I believe that's Sentinel Data Centers.

20 Q. Do you know what RFP relates to?

21 A. I believe I was aware potentially  
22 Sentinel Data Centers was going to propose a  
23 development on the site that they owned.

24 Q. And where was that site?

25 A. In Loudoun County, Virginia.

1 Q. Is this for a data center?

2 A. I believe they were proposing on a data  
3 center wanting to propose on a data center and  
4 wanted to propose on a data center, yes.

5 Q. And you sent this to Todd Meldahl from  
6 the same Cheshire Ventures e-mail account that  
7 we previously discussed?

8 A. This one has my name on it, so I'm not  
9 sure it's the same one. But yes.

10 Q. Okay. The e-mail is  
11 CheshireVentures@outlook.com?

12 A. Yes.

13 Q. Okay. And was this e-mail sent in your  
14 capacity as a Cheshire Ventures representative  
15 or in some other capacity?

16 A. As a Cheshire Ventures representative.

17 Q. What were you seeking on doing with SDC?

18 A. Potentially consult with them.

19 Q. On what?

20 A. On a data center development.

21 Q. On whose behalf?

22 A. On Sentinel's.

23 Q. Were you seeking to do any work on this  
24 project for Allcore?

25 A. No.

1 Q. Did you -- were you retained by SDC?

2 A. I was.

3 Q. And did you obtain a contract with SDC?

4 A. I did.

5 Q. What services did you perform for SDC?

6 A. Real estate development services.

7 Q. And was that project related to Amazon in  
8 any way?

9 A. They did win the Amazon project, yes.

10 Q. So what specific services did you provide  
11 SDC in connection with SDC's efforts to win that  
12 contract with Amazon?

13 A. I believe by the time I was retained,  
14 that they had already won the contract. My job  
15 was to consult with them on what the project  
16 actually might look like and what they needed to  
17 be worried about in terms of how to deliver that  
18 project for Amazon.

19 Q. What information did you provide to SDC  
20 in connection with providing those services?

21 A. Various pushback points on the lease.  
22 Building -- certain contractors that would be  
23 preferred over other contractors. Architectural  
24 engineering services that would be a benefit to  
25 the project potentially. Cost saving, anything

1       that would be cost saving for them for the  
2       project to be more competitive and to save money  
3       for Amazon, and just general consulting  
4       services.

5       Q.       When you say push points for the lease,  
6       what do you mean by that?

7       A.       For example, Amazon took positions  
8       sometimes that were unreasonable and they knew  
9       they were unreasonable, and pointing out that  
10      they likely knew they were unreasonable, and  
11      they would end up not taking that position in  
12      the future.

13      Q.       What specific provisions are you  
14      referring to?

15      A.       Well, one I could think of off the top of  
16      my head, is an interruption of utility services  
17      not caused by the landlord was -- gave the --  
18      gave Amazon a termination right to the lease.

19      Q.       And what did you share with SDC about  
20      that?

21      A.       I simply gave them my opinion that that  
22      was unreasonable.

23      Q.       What did you tell them about whether you  
24      thought was a position that Amazon would back  
25      off of?

1 A. I simply said I thought that position was  
2 unreasonable.

3 Q. You previously said that you provided  
4 them information about areas that you thought  
5 Amazon would back off of. What areas did you  
6 tell SDC Amazon would back off of?

7 A. When I say Amazon would back off of, I  
8 meant in my capacity with Amazon what areas that  
9 I would have backed off of. Not necessarily  
10 areas that Amazon in their capacity as Amazon  
11 would back off of. So it was generalized  
12 personal opinion and knowledge as to what was  
13 reasonable and what was not.

14 Q. And that information was information you  
15 gain from your employment at Amazon?

16 A. Yes.

17 Q. And --

18 A. And -- I hate to interrupt you -- and  
19 just the commercial real estate development  
20 business in general.

21 Q. What other information from your time at  
22 Amazon did you provide to SDC? Let me rephrase  
23 the question.

24 Did you provide SDC any -- in your  
25 consulting services with SDC, did you provide

1       them any information about how Amazon wanted a  
2       developer to proceed with the construction of  
3       the data center?

4       A.       I advised them as to where we had had  
5       success in the past on developing data centers,  
6       yes.

7       Q.       What information did you share with SDC  
8       about that?

9       A.       Simply contractors and other vendors that  
10      had developed or participated in the development  
11      and where the development had been successful.

12     Q.       Did you provide any documents to SDC from  
13     Amazon?

14     A.       Not from Amazon that I'm aware of, no.  
15     But certainly I'm sure I reviewed documents.  
16     Yes.

17     Q.       When you say you're sure you reviewed  
18     documents, what do you mean by that?

19     A.       Sure. I'm certain I reviewed e-mails  
20     where they had -- Amazon had taken certain  
21     positions and otherwise put together  
22     specifications for buildings that I reviewed and  
23     budgets.

24     Q.       Are you referring to Amazon e-mails in  
25     connection with SDC and the project that SDC was

1 working on?

2 A. Yes.

3 Q. Or some other set of --

4 A. No. SDC and the project they were working  
5 on.

6 Q. So is this after SDC had won the tender  
7 the bid and had contracted with Amazon that  
8 you're referring to, you're reviewing documents?

9 A. Yes, and I don't know if they had  
10 actually signed the lease yet, but certainly  
11 they were well on their way. They had won the  
12 bid, yes. They also owned the land so it wasn't  
13 as if Amazon had a choice.

14 Q. Was Amazon aware that you were providing  
15 these services for SDC?

16 A. I don't know. I don't think so.

17 Q. Did you disclaim to Amazon -- did  
18 disclose your role to Amazon?

19 A. No.

20 Q. Did you share with SDC any details of  
21 your employment contract with Amazon?

22 A. No.

23 Q. Did you share with SDC your noncompete  
24 provision with Amazon?

25 A. No.



1 Q. What other Virginia-based projects did  
2 you work on through Cheshire Ventures?

3 A. I did site mapping exercises for [REDACTED].  
4 I did a number of sites in Virginia that  
5 PointOne that either already owned or was  
6 looking to own. I did the Sentinel project. I  
7 did some work with a company called Black  
8 Chamber.

9 Q. Okay. So Black Chamber, Sentinel, and  
10 PointOne, can you remember any other companies,  
11 individuals, or other parties with whom you  
12 performed services in Virginia through Cheshire  
13 Ventures?

14 A. I think I did some -- an agreement to  
15 potentially be a finder on particular projects  
16 with Scott Peterson. I don't know if I did any  
17 utility consulting in Virginia at that time.  
18 But that's what I can remember for now.

19 (Exhibit Number 5 was marked.)

20 BY MR. STOKES:

21 Q. Let's turn to Exhibit 5, Tab 32.

22 A. Okay. I see it.

23 Q. What is that document?

24 A. This is an agreement between myself and a  
25 company controlled by Scott Peterson.

1 Q. And this an agreement signed in  
2 February 2020?

3 A. It appears so, yes.

4 Q. That's your signature?

5 A. It is a DocuSign signature but, yes, I  
6 believe that is mine.

7 Q. And what were the services you provided  
8 for -- I'm sorry. Let me ask this first. What  
9 is the entity that you're contracting with?

10 A. Cheshire Ventures was contracting with  
11 Nova NDBS High Point Investor, which is Scott  
12 Peterson's entity.

13 Q. And what is the nature of the services  
14 that you contracted to perform?

15 A. Well, let's see. Do you want me to read  
16 it?

17 Q. Well, let me rephrase the question, then.  
18 What are the nature of the services that you, in  
19 fact, provided to this entity?

20 A. The intent of this contract was to find  
21 projects that Scott Peterson could potentially  
22 invest capital in, as he was a -- controlled a  
23 large amount of capital and I believe still  
24 does.

25 Q. What types of projects?

1 A. I think primarily data center projects,  
2 but I'm not sure what his charter says for him.

3 Q. Did you, in fact, provide any of these  
4 consulting services to him?

5 A. I did not, no.

6 Q. Did you receive money from him?

7 A. I did not, no.

8 Q. Did you on -- in connection with this  
9 contract, did you review any projects?

10 A. You're going to have to be more specific.

11 Q. Did you perform -- why did you not  
12 perform any services on behalf of this contract?

13 A. I was never able to find any projects to  
14 source capital into and, therefore, it didn't  
15 make a lot of sense that he should have to pay  
16 the fees that are outlined in this contract.

17 Q. Okay. So as part of this agreement was  
18 it incumbent upon you to find projects for  
19 Mr. Peterson's company to invest in?

20 A. Potentially, yes.

21 Q. Did you attempt to find projects for him  
22 to invest in?

23 A. I'm always looking for projects to invest  
24 in.

25 Q. Were any of those Amazon-related

1 projects?

2 A. Very possibly, yes.

3 Q. Do you recall if you reached out to  
4 anybody to Amazon for Mr. Peterson to invest in?

5 A. I don't recall. No.

6 Q. Do you recall a conversation with  
7 Kyle Ramstetter about the services you were  
8 performing on behalf of PointOne?

9 A. Not in my capacity as managing principal  
10 of Cheshire Ventures.

11 Q. So in what capacity were you talking  
12 about your Cheshire Ventures work when you were  
13 speaking to Mr. Ramstetter?

14 A. I was speaking to Mr. Ramstetter in a  
15 different capacity.

16 Q. So --

17 A. I happened to mention to Mr. Ramstetter,  
18 as I recall, about work that Cheshire Ventures  
19 was doing, and I'm happy to discuss that.

20 Q. Yes. What did you tell Mr. Ramstetter?

21 A. I was engaged to do real estate  
22 development consulting for PointOne Holdings.

23 Q. Do you ever recall telling Mr. Ramstetter  
24 that you were paid 40 grand a month for the  
25 work?

1 A. I don't recall that, but that is accurate  
2 with what I received.

3 Q. Did you, in fact, receive money in  
4 connection with PointOne?

5 A. Yes.

6 Q. Is that different from this consulting  
7 contract?

8 A. Yes.

9 Q. Okay. What is that agreement or contract  
10 with? What is the nature of the services you're  
11 providing PointOne?

12 A. Real estate development consulting  
13 services.

14 Q. What is PointOne?

15 A. PointOne is a data center development  
16 company.

17 Q. Does that have any relationship to Scott  
18 Peterson?

19 A. No.

20 Q. Who is associated or the individuals  
21 behind PointOne?

22 A. Keith Frazier and Drew Peterson. Keith  
23 Frazier is a Canadian gentleman who owns a large  
24 industrial conglomerate up in Edmonton.

25 And Drew Peterson owns a large carter

1 caterpillar which is a large utility -- or not  
2 utility, equipment manufacturer.

3 Q. Okay. So we'll come back to PointOne in  
4 a moment. I just want to close out with Nova  
5 and DBS.

6 A. Yes.

7 Q. And Scott Peterson, did you perform any  
8 other services with Scott Peterson in connection  
9 with Cheshire Ventures?

10 A. No, but I would, if I could.

11 Q. Do you know if -- did Cheshire Ventures  
12 receive any other funds from Nova, NDBS, or any  
13 other entity associated with Mr. Peterson?

14 A. No.

15 Q. PointOne, let's go back to PointOne. Did  
16 you enter into an agreement with PointOne?

17 A. I did.

18 Q. What services did you provide to  
19 PointOne?

20 A. Strategic evaluation and potentially  
21 tactical -- tactical land engagement, along with  
22 utility engagement and anything associated with  
23 real estate development for potential sites.

24 Q. Where was that geographically focused,  
25 that work?

1 A. PointOne has a number of campuses that  
2 they own when I was retained. One is in  
3 Remington which is in Falkirk County, which you  
4 probably know, Virginia. They're down in --  
5 they have another data center campus that they  
6 have not built on yet in Virginia Beach, and  
7 they have a site in Loudoun County that they --  
8 they've owned for a long time this was a former  
9 Caterpillar dealership.

10 Q. Was any of that real estate or those  
11 projects connected in any way with Amazon?

12 A. Unfortunately, no, but I would have loved  
13 it if we could have done that. Yes.

14 Q. Did you discuss with PointOne any  
15 limitations imposed by your employment agreement  
16 on your-post Amazon agreement?

17 A. No. In fact, PointOne employed a number  
18 of AWS employees full-time.

19 Q. Let's talk about Black Chamber. What is  
20 Black Chamber?

21 A. Black Chamber essentially is a  
22 close-ended fund that was created in order to  
23 pursue power-based buildings around the country.

24 Q. Who is the individual or individuals  
25 associated with Black Chamber?

1 A. I believe their principals are  
2 Chuck Feolla, Conley Patten, and Derek  
3 Vonderharr, and I believe they've since  
4 expanded, but I haven't talked with those folks  
5 in a while.

6 Q. Have you worked with any of them when you  
7 were at Amazon?

8 A. I had.

9 Q. Who?

10 A. Chuck Feolla.

11 Q. What is your relationship Chuck Feolla?

12 A. He's a friend and business associate.

13 Q. When you say "he's a friend," describe  
14 what you mean by that? Is it a business  
15 associate who you're friendly with, or do you  
16 have some relationship with him outside of your  
17 business dealings?

18 A. He's gentleman that I became friendly  
19 with through business dealings. So I'll put it  
20 that way.

21 Q. And so what services did Cheshire  
22 Ventures perform with Black Chamber that relate  
23 to Amazon, if any?

24 A. We didn't. We had an agreement that we  
25 would pursue a contract but never did.



1 Q. Why did you not?

2 A. Because the FBI visited my home on  
3 April 2nd.

4 Q. [REDACTED]  
5 [REDACTED]

6 A. Yes.

7 Q. When was that?

8 A. I believe October, November, or  
9 thereabouts of 2019.

10 Q. What services did you perform?

11 A. General site selection and qualification.

12 Q. Where?

13 A. Virginia, California. I don't know if we  
14 did Montreal or not. But generally, those  
15 areas.

16 Q. [REDACTED]  
17 connection with any Amazon projects or potential  
18 projects?

19 A. Yes. Well, again, I was contracted to do

20 [REDACTED] [REDACTED]  
21 just mentioned in terms of sites selection, yes,  
22 I was contracted to do some.

23 Q. Okay. What?

24 A. I believe they wanted to engage me on a  
25 project where they had taken land under contract

1 and were going to develop Amazon Data Centers.

2 Q. Where was that project?

3 A. That was in Loudoun County, Virginia.

4 Q. [REDACTED]  
5 projects that it had with Amazon in California?

6 A. I did not.

7 Q. The project in Loudoun County, what was  
8 that? Can you identify the property? Did it  
9 have a site identifier? Did it have --

10 A. No. I don't know that it did at the  
11 time, and I never got that far.

12 Q. Why not?

13 A. Because the FBI showed up on my home on  
14 April 2nd.

15 Q. [REDACTED]

16 A. I had a -- I was negotiating a contract  
17 with them, but I did not have an executed  
18 contact. I had had a contract with them in the  
19 past to do site acquisition, evaluation, and  
20 qualification. I did do a contract with them.

21 The contract we're talking about, the  
22 development consulting services, I did not do  
23 with them.

24 Q. The prior contract, what is that  
25 contract?

1 A. Essentially identifying and qualifying  
2 sites for potential future development.

3 Q. [REDACTED]  
4 connection with that contract?

5 A. As I recall, I did.

6 Q. When was that? When were those services  
7 provided?

8 A. I believe, again, October,  
9 October-November of 2019.

10 Q. [REDACTED]  
11 [REDACTED]

12 A. I did.

13 Q. Approximately how much?

14 A. I believe it was a \$75,000 retainer.

15 Q. Did you receiving anything else?

16 A. No.

17 Q. And what did you do with that money, the  
18 \$75,000?

19 A. What did I -- I put it in Cheshire's bank  
20 account.

21 Q. What did you do with it from Cheshire's  
22 bank account?

23 A. I'm sure I used it to pursue other deals.

24 Q. Did you pay any of those monies over to  
25 Allcore?

1 A. I did not.

2 Q. How do you know that?

3 A. Because it was prior to the Allcore  
4 agreement that we talked about earlier being in  
5 place.

6 Q. Prior to that agreement with Allcore  
7 being in place, did you pay any monies from  
8 Cheshire Ventures over to Allcore?

9 A. Again, not that I recall, with the  
10 exception of I somehow remember one time, but I  
11 don't remember exactly what that was.

12 Q. And do you have a copy of that contract

13 [REDACTED]

14 A. You know, I think I did, but I think it's  
15 on a computer in the U.S. Marshal's office.

16 Q. Is this the computer that you referenced  
17 yesterday that was encrypted?

18 A. That would be the one.

19 Q. Do you know that or you're surmising  
20 that?

21 A. I'm surmising. I don't know if I have a  
22 copy of the contract on my current computer or  
23 anywhere else for that matter.

24 Q. How would you exchange contracts with

25 [REDACTED]

1 A. E-mail.

2 Q. And do you have -- do you have -- it  
3 sounds like you were negotiating a contract with  
4 them in connection with the project in Loudon?

5 A. I was negotiating a project with them, in  
6 general. Yes.

7 Q. In general. Okay. Do you have a copy of  
8 any drafts of that contract?

9 A. Not that I recall. I may somewhere. But  
10 not that I recall. No.

11 Q. When you were negotiating, were you  
12 negotiating over a piece of paper, a contract,  
13 or were you negotiating in general terms before  
14 you got to the drafting stage?

15 A. I believe there was a consulting  
16 agreement. I believe it would have been a  
17 consulting agreement, but we're talking about  
18 years ago now.

19 Q. Have you heard of the entity called  
20 Social Equity Ventures?

21 A. Yes.

22 Q. What is that?

23 A. That is I believe the d/b/a of a company  
24 that is run by a gentleman named Mike Grella.

25 Q. Okay. And you mentioned Mike Grella

1 earlier, and he has a -- you mentioned Grella  
2 consulting services or something like that?

3 A. Grella Partnership Strategies.

4 Q. Are these entities related?

5 A. I believe. I don't know the structures.  
6 I've never seen the structures, but I have seen  
7 Social Equity Ventures in conjunction with  
8 Grella Partnership Strategies. So I assume  
9 there's a connection.

10 Q. Did you perform any services for Social  
11 Equity Ventures?

12 A. As I mentioned, I believe Cheshire has  
13 1099 to them. Yes.

14 Q. Cheshire Ventures has 1099 -- meaning,  
15 they performed services for Cheshire Ventures?

16 A. No. We've done it that way, too, but I  
17 Cheshire Ventures has acted as a vendor for  
18 Social Equity Ventures.

19 Q. For what types of project?

20 A. Typically real estate development  
21 consulting of some nature.

22 Q. Anything connected to Amazon?

23 A. I think we did a last mile study for a  
24 developer that was specific to Amazon  
25 potentially, but I don't know the Cheshire was

1 actually connected with that or if I just  
2 happened to see that. So I'd say, no.

3 Q. What was the -- who was the developer?

4 A. I believe it was a New York-based  
5 developer who owned land, and I can't remember  
6 the name -- Criterion was the name.

7 Q. Did you share with Criterion your  
8 employment contract?

9 A. No.

10 Q. Did you ever discuss with Criterion any  
11 limitations imposed upon you in your employment  
12 contract?

13 A. No.

14 Q. Did you perform any services through  
15 Cheshire Ventures or in connection with Cheshire  
16 Ventures for any -- on any projects after you  
17 left Amazon that you had been working on while  
18 at Amazon?

19 A. Define working on.

20 Q. Let me -- fair point. Let me make the  
21 question even broader then.

22 Did you work on any projects after you  
23 left Amazon through Cheshire Ventures where  
24 those -- where Amazon had a relationship to  
25 those projects?

1 A. Did I ever work for any projects where  
2 Amazon had a relationship with those projects?

3 Q. Let me confine the time period, so you  
4 left Amazon in June 2019?

5 A. Correct.

6 Q. So from June 2019 to December 2019, did  
7 you work on any projects through Cheshire  
8 Ventures that were connected to Amazon in any  
9 way?

10 A. Yes.

11 Q. What were those projects?

12 A. The Sentinel Data Centers.

13 Q. Did you work on any other projects  
14 besides that one?

15 MR. LITTLE: Objection; form.

16 THE WITNESS: So --

17 BY MR. STOKES:

18 Q. Did you provide -- let me rephrase. Did  
19 you provide any services to any other entity  
20 after your employment ended at Amazon in 2019  
21 through the end of 2019 where that other entity  
22 or project had some connection to Amazon?

23 A. It's a hard question to answer because  
24 Amazon's such a big player and everybody wants  
25 to have Amazon. So in some way ever project out



1       there is potentially connected to Amazon. In  
2       other words, working for PointOne they would  
3       have loved to have Amazon come. In fact, we did  
4       have Amazon representatives and come and  
5       actually look at a site that they own in  
6       Remington County, which is in Remington,  
7       Virginia. So virtually every project I worked  
8       on would have some connection to Amazon.

9               Do you see what I'm trying to tell you  
10       here?

11       Q.       Sure. What about the Blueridge  
12       transaction, did you engage any work with  
13       Blueridge through Cheshire Ventures?

14       A.       I did not.

15       Q.       Did you engage in any work with White  
16       Peaks in connection with Cheshire Ventures?

17       A.       I did not.

18       Q.       And did you use Cheshire Ventures, your  
19       Cheshire Ventures e-mail in connection with  
20       those communications related to those projects?

21       A.       I believe I used Cheshire, my Cheshire  
22       e-mail just generally speaking almost all the  
23       time, versus my personal e-mail my G-mail.

24       Q.       And what -- and so when do you -- what is  
25       distinction you're drawing as to when Cheshire

1 Ventures is involved in a project and when  
2 you're just using Cheshire Ventures's identity  
3 in connection with the project?

4 MR. LITTLE: Objection to form;  
5 mischaracterizes his testimony.

6 THE WITNESS: Generally speaking, if  
7 the Cheshire Ventures has a contract to perform  
8 services, I would suggest that that is the  
9 nature of the relationship.

10 BY MR. STOKES:

11 Q. To the extent that you were engaged in  
12 real estate business in 2018 after you left  
13 Amazon, how did you hold yourself out to the  
14 world? Did you present yourself as Carl Nelson  
15 or did you present yourself as Carl Nelson  
16 acting through Cheshire Ventures or some other  
17 entity?

18 A. No. Certainly Carl Nelson -- Cheshire  
19 Ventures was the entity that I used to engage in  
20 consulting services. So on a professional  
21 level, it was through Cheshire Ventures. Carl  
22 Nelson the person, didn't do any real estate  
23 work.

24 Q. Okay. Did you do any real estate work  
25 through any other entities besides Cheshire

1 Ventures?

2 A. At the time, no.

3 Q. So to be clear, did you do any real  
4 estate work through Allcore at that time?

5 A. After I left Amazon?

6 Q. Yeah.

7 A. Yes.

8 Q. In 2019?

9 A. Yes.

10 Q. Okay. So I'm trying to understand what  
11 the distinction you just drew is. What work did  
12 you do through Cheshire Ventures and what work  
13 did you do through Allcore?

14 A. Well, the Cheshire Ventures work was  
15 under the Cheshire umbrella; in other words, it  
16 would be contracted as Cheshire Ventures. The  
17 work that was done through Allcore would have  
18 been done generally through Allcore. In other  
19 words, the Knoxville, Tennessee site that was  
20 pitched to Amazon, I use Cheshire Ventures's  
21 e-mail accounts, but I put Allcore work in  
22 there. That would be an Allcore development  
23 project. Cheshire Ventures was a consulting  
24 company. Allcore was a development company.

25 Q. You previously described that Cheshire

1 Ventures was intending to perform consulting  
2 services on behalf of Allcore; is that right?

3 A. I wouldn't say on behalf of. It was  
4 going to -- it was going to do real estate  
5 development consulting services, and it was  
6 going to pay Allcore a fee. Yes.

7 Q. Okay.

8 A. In other words, Cheshire Ventures did not  
9 represent itself as being a consultant for  
10 Allcore.

11 Q. So to the extent that Cheshire Ventures  
12 was proposing an Allcore -- up to the extent an  
13 e-mail from Cheshire Ventures was sent to Amazon  
14 with regard to an Allcore project, what role  
15 would Cheshire Ventures have had or purported to  
16 have had in that venture?

17 A. None.

18 Q. Why would Cheshire Ventures be associated  
19 with that communication?

20 A. Because that was the only e-mail that I  
21 had other than my g-mail.

22 Q. Was Cheshire Ventures used as a means of  
23 disguising your role with Allcore?

24 A. No.

25 Q. And the Knoxville project, what was the

1 Knoxville project?

2 A. It was a potential development for a  
3 warehouse in Knoxville.

4 Q. Did you pursue that project?

5 A. Allcore did, yes.

6 Q. Did Allcore develop that project?

7 A. No.

8 Q. So it pursued the project but not win the  
9 project; is that the point you're making?

10 A. Yes.

11 Q. What role did Cheshire Ventures have in  
12 that project?

13 A. None.

14 Q. Did you -- did Cheshire Ventures have any  
15 projects in Ohio?

16 A. No.

17 Q. Did it pursue any projects in Ohio?

18 A. No.

19 Q. Did any of your entities pursue projects  
20 in Ohio?

21 A. I don't think so.

22 Q. Okay. What other projects are there  
23 where you use Cheshire Ventures's e-mail or you  
24 purport that Cheshire Ventures was not, in fact,  
25 involved in those projects?

1 MR. LITTLE: Objection to form.

2 THE WITNESS: I couldn't tell you.

3 I sent a lot of e-mails.

4 BY MR. STOKES:

5 Q. Was Cheshire Ventures's e-mail used in  
6 connection with Blueridge?

7 A. Yeah, I believe so.

8 Q. Did Cheshire Ventures perform any  
9 services in connection with the Blueridge  
10 connection?

11 A. Not officially, no.

12 Q. It unofficially perform any services in  
13 connection with the Blueridge?

14 A. No.

15 Q. What services did you provide in  
16 connection with the Blueridge transaction after  
17 you left Amazon?

18 MR. LITTLE: Objection to form.

19 THE WITNESS: Well, in my personally  
20 capacity?

21 BY MR. STOKES:

22 Q. You previously said that you were acting  
23 in through Cheshire Ventures when you were  
24 engaged in real estate consulting, but it seems  
25 that I'm trying to understand the distinction

1       you're making between what you're doing through  
2       Cheshire Ventures and what you're doing through  
3       some other capacity that you haven't defined?

4               MR. LITTLE:   So I'm going to object  
5       on the same basis as before.   To the extent  
6       you're asking him about this in his capacity as  
7       Cheshire Ventures, we think that's permission.  
8       But if you're asking him his personal capacity  
9       what he did for Blueridge, that would not be  
10      permission, and I'll direct him to answer in  
11      that fashion.

12             MR. STOKES:   And to be clear for the  
13      record, I am asking him what he did through  
14      whether through Cheshire Ventures or purporting  
15      to act through Cheshire Ventures or through  
16      Cheshire Ventures's e-mail that he is now trying  
17      to claim that Cheshire Ventures wasn't involved  
18      in.

19             MR. LITTLE:   Those are three  
20      separate questions.

21             MR. STOKES:   Those are three -- I am  
22      trying to describe to you that we believe that  
23      his role through Cheshire Ventures was quite  
24      large and that your effort to carve out any  
25      conduct that he engaged on in where Cheshire

1 Ventures's e-mails were used, but he is now  
2 claiming, despite the fact that he used Cheshire  
3 Ventures's e-mail, he was not acting on behalf  
4 of Cheshire Ventures, and we think we are  
5 entitled to explore that on the record to  
6 determine whether, in fact, he was acting on  
7 behalf of Cheshire Ventures.

8 MR. LITTLE: Yeah. And I think to  
9 the extent you're asking him what Cheshire  
10 Ventures did and didn't do, we don't have any  
11 objection to that. But if you're asking him  
12 personally what he did without that caveat and  
13 without that preference, we objection.

14 So to the extent he's asked that  
15 question specifically, we have no issue there.

16 He's, I think, laid it out pretty  
17 clearly, he's using this e-mail for personal  
18 matters unrelated to Cheshire. He's answered  
19 that ten times.

20 MR. STOKES: I understand you're  
21 representing that and he's representing that,  
22 and what I'm saying is we're entitled to explore  
23 that.

24 MR. LITTLE: And he's answered that  
25 question.



1 MR. STOKES: Yes. And --

2 MR. LITTLE: And so to the extent  
3 you're asking that question and, you know, if  
4 you -- you had a personal deposition available  
5 yesterday. You could have asked any of these  
6 questions about what he did in his personal life  
7 and you didn't. And so today, to the extent  
8 he's asked questions about what the limit -- the  
9 role of Cheshire, and he says I only did these  
10 things, I think that's the answer for a 30(b)(6)  
11 deposition. If you want a different answer, you  
12 still have an hour on the personal. You can ask  
13 that there.

14 MR. STOKES: We are entitled under  
15 30(b)(6) to ask him what he has in his personal  
16 knowledge and we're entitled to ask what he did  
17 in Cheshire Ventures, and the description that  
18 he is providing today that he was communicating  
19 through Cheshire Ventures but not acting on  
20 Cheshire Ventures --

21 MR. LITTLE: No, that's your  
22 description that he's communicating through  
23 Cheshire Ventures --

24 MR. STOKES: -- and --

25 MR. LITTLE: -- he's using an e-mail

1 account that has --

2 MR. STOKES: Whatever --

3 MR. LITTLE: His testimony's pretty  
4 clear on that point.

5 MR. STOKES: -- whatever hyper  
6 formalistic structure you want to give to this,  
7 that's fine. We're entitled to explore this --

8 MR. LITTLE: It's not formalistic.  
9 People use e-mails for different purposes.

10 MR. STOKES: -- to understand --  
11 we're entitled to explore this to understand  
12 whether that is true.

13 MR. LITTLE: Yes, and he's answering  
14 those questions -- but to the extent they're  
15 limited. We're not going to allow you to ask  
16 him in his personal capacity what he did for  
17 Blueridge.

18 MR. STOKES: What is --

19 MR. LITTLE: That would be an  
20 improper question.

21 BY MR. STOKES:

22 Q. To the degree that you communicated --  
23 did you communicate in connection with the  
24 Blueridge transaction through your Cheshire  
25 Ventures's e-mail account?

1 A. I might very well have, yes.

2 Q. And so what work post Amazon did you do  
3 for Blueridge?

4 A. Reflective of Cheshire Ventures, none.

5 Q. In any other capacity?

6 A. In my personal capacity, yes.

7 Q. You previously stated that all real  
8 estate consulting work you did after you left  
9 Amazon in 2019 was through Cheshire Ventures.  
10 Are you changing your answer now?

11 A. No.

12 Q. Okay. So did you do real estate  
13 consulting work for in connection with Blueridge  
14 after you left Amazon?

15 A. Blueridge was a development project.

16 Q. I'm sorry, that doesn't answer the  
17 question.

18 MR. LITTLE: It does actually. He's  
19 answered it explicitly.

20 THE WITNESS: It's not a consulting  
21 arrangement. It's a developing project.

22 BY MR. STOKES:

23 Q. Okay. Did you do development work -- to  
24 the extent that you did development work once  
25 you left Amazon, what entity or capacity did you

1 do that work in?

2 A. I would have done that either through  
3 Allcore or my personal capacity.

4 Q. Did you receive any funds through  
5 Cheshire Ventures in connection with the  
6 Blueridge transaction?

7 A. No.

8 Q. Did you receive any funds from the White  
9 Peaks transaction in connection with your role  
10 through Cheshire Ventures?

11 A. No.

12 Q. Okay. Did you perform any services for  
13 White Peaks after -- in connection with the  
14 White Peaks transaction -- after you left  
15 Amazon?

16 A. Not with Cheshire Ventures.

17 Q. With any other entity?

18 A. In my personal capacity, yes.

19 Q. Did you perform any of those services  
20 through Allcore?

21 MR. LITTLE: Same objection to the  
22 extent --

23 THE WITNESS: I actually don't  
24 believe I did through Allcore, and candidly, I  
25 didn't do a whole lot.

1 (Exhibit Number 6 was marked.)

2 BY MR. STOKES:

3 Q. So let's take a look at Tab as Exhibit 6,  
4 Tab 40.

5 A. Just so after this one, can we take a  
6 bathroom break, after we go through this? Just  
7 to give you a heads up...

8 Q. I think it's there.

9 A. Okay.

10 Q. Okay. Do you recognize this document?

11 A. Yes.

12 Q. Okay. And do you see that this was  
13 produced in connection with this litigation  
14 through Cheshire Ventures?

15 MR. LITTLE: Objection; form.

16 THE WITNESS: I see that it is a  
17 Cheshire Ventures e-mail, yes.

18 BY MR. STOKES:

19 Q. And the e-mail is from whom to whom?

20 A. It is from Cheshire Ventures to my g-mail  
21 account.

22 Q. And what is the nature of the e-mail?

23 A. It says, Kyle, as discussed here is a  
24 simple diagram with how the flow would work.  
25 Also attached are the Allcore -- ACOA, Allcore

1 Operating Agreement. Please forward the White  
2 Peaks' Operating Agreement, so we can get the  
3 number language to your guys, meaning his  
4 lawyers.

5 Q. And what services was Cheshire Ventures  
6 providing here?

7 A. None, and I don't know why I e-mailed it  
8 to me personal e-mail.

9 Q. Do you know why Cheshire Ventures is  
10 being used in connection with communications  
11 with Kyle --

12 MR. LITTLE: Objection to form;  
13 mis- --

14 Q. -- in terms of White Peaks?

15 MR. LITTLE: -- characterizing the  
16 document.

17 THE REPORTER: I'm sorry. You're  
18 going to have to repeat that.

19 BY MR. STOKES:

20 Q. Why is Cheshire Ventures's e-mail being  
21 used in connection with communications with Kyle  
22 and the White Peaks transaction?

23 A. I don't know. I don't know why I'm  
24 mailing myself here. I can only assume it's  
25 because it was easier to get on my phone or some

1 other technical issue, but this has nothing to  
2 do with Cheshire Ventures, other than the  
3 e-mail.

4 Q. And so were you performing whatever these  
5 services purport to be in some other capacity?

6 MR. LITTLE: Objection to form.

7 THE WITNESS: I don't understand  
8 your question.

9 BY MR. STOKES:

10 Q. Other than Cheshire Ventures?

11 A. This would have been in my -- in my  
12 capacity with Allcore.

13 Q. Okay.

14 A. As I mentioned, here's the Allcore  
15 Operating Agreement.

16 MR. STOKES: Okay. We can go off  
17 the record.

18 THE VIDEOGRAPHER: Going off the  
19 record. The time is 11:31 a.m.

20 (Brief lunch break was observed.)

21 THE VIDEOGRAPHER: We are returning  
22 to the record. The time is 1146 a.m.

23 BY MR. STOKES:

24 Q. Okay. Mr. Nelson, do you have Exhibit 6  
25 still in front of you?

1 A. I do.

2 Q. What services did you perform in  
3 connection with White Peaks after -- in July of  
4 2019 that is represented by this e-mail?

5 MR. LITTLE: Same objection.

6 THE WITNESS: When you say "you,"  
7 you mean me personally or Cheshire?

8 BY MR. STOKES:

9 Q. I mean in whatever -- this is a Cheshire  
10 e-mail, so in whatever capacity you performed  
11 services and you have personal knowledge of that  
12 or knowledge through Cheshire Ventures --

13 MR. LITTLE: Same objections.

14 BY MR. STOKES:

15 Q. -- I'd ask you to answers the question.

16 A. Cheshire performs no services on behalf  
17 of this chart here.

18 Q. What services did you provide then in any  
19 other capacity besides through Cheshire Ventures  
20 that is represented here --

21 MR. LITTLE: I'm going to object --

22 Q. -- in this e-mail --

23 MR. LITTLE: -- and direct him not  
24 to answer in the context of the 30(b)(6)  
25 deposition. It's proper for his personal



1 deposition. If you want to ask in the remaining  
2 time you have, we're more than happy to let him  
3 answer that.

4 MR. STOKES: We did not agree to  
5 that.

6 BY MR. STOKES:

7 Q. So would you please answer the question?

8 MR. LITTLE: He's not going to  
9 answer the question.

10 THE WITNESS: I'm going to listen to  
11 my attorney.

12 MR. STOKES: And to be clear for the  
13 record, do you have -- is there a privileged  
14 objection on the table?

15 MR. LITTLE: No. It's this an  
16 improper use of the 30(b)(6) deposition. That's  
17 the scope of my objection. I've said it many  
18 times.

19 MR. STOKES: And do you have a  
20 protective order?

21 MR. LITTLE: I do not but if you  
22 need us to stop the deposition, and call court,  
23 we're happy to do so.

24 BY MR. STOKES:

25 Q. So for the record, are you refusing to

1 answer the question then?

2 A. I'm listening to the attorney's advice.

3 Move on.

4 Q. Okay. With regard to 2010 irrevocable  
5 trust, what, if any, connection did Cheshire  
6 Ventures have with the 2010 irrevocable trust?

7 A. None.

8 Q. Did Cheshire Ventures have any monies  
9 that it received from the trust?

10 A. No.

11 Q. Did Cheshire Ventures pay any money to  
12 the trust?

13 A. No.

14 Q. Did Cheshire Ventures perform any work on  
15 the behalf of the trust?

16 A. No.

17 Q. Did Cheshire Ventures have any  
18 communications with anybody associated with the  
19 trust?

20 A. Rodney and Cheshire Ventures would have  
21 had communications with Rodney Atherton, yes.

22 Q. And would Cheshire Ventures have had  
23 communications with Rodney Atherton in  
24 connection with the 2010 trust?

25 A. No.

1 MR. STOKES: Okay. Let's go ahead  
2 and show that as Exhibit 7.

3 (Exhibit Number 7 was marked.)

4 THE WITNESS: Yes, I see that.

5 BY MR. STOKES:

6 Q. What is this document?

7 A. This is an e-mail from Cheshire Ventures  
8 to K. Ramstetter at White Peaks Capital.

9 Q. And the subject of the e-mail is what?

10 A. It's titled, "Facilitator Agreement White  
11 Peaks Capital."

12 Q. Okay. And do you see that it says that  
13 "KRAM, The consulting agreement we talked about.  
14 Let's chat when convenient"?

15 A. I see that, yes.

16 Q. And the Cheshire Ventures e-mail address  
17 here, is that you?

18 A. I believe the Cheshire Ventures e-mail is  
19 me, yes.

20 Q. Did anybody else have a Cheshire  
21 Ventures's e-mail address to your knowledge?

22 A. Not that I'm aware of.

23 Q. As the sole employee and person working  
24 on behalf of Cheshire Ventures, could anybody  
25 else have a Cheshire Ventures's e-mail address

1 without your permitting them to have that  
2 address?

3 A. I can't answer that question. I don't  
4 know. It's possible that it's somewhere out  
5 there but I highly doubt it.

6 Q. The facilitator agreement that's attached  
7 to this for White Peaks capital, what is that?

8 A. I don't know. I don't see the document  
9 here so it's just titled "Facilitator  
10 Agreement."

11 (Exhibit Number 8 was marked.)

12 BY MR. STOKES:

13 Q. Okay. Let's pull up Exhibit 8 which is  
14 Tab 39.

15 A. Okay.

16 Q. Okay. What is this document?

17 A. It is titled, Facilitator Agreement.

18 Q. And who is it between?

19 A. It says, Allcore Development and --

20 Q. And --

21 A. I'm sorry. And White Peaks Capital.

22 Q. Okay. And what was the purpose of this  
23 facilitator agreement with Allcore and White  
24 Peaks?

25 MR. LITTLE: Objection. Same

1 objection as before. This is not a question as  
2 to -- unless you're asking him what does  
3 Cheshire know about the purpose of this  
4 agreement, we have the same objections as  
5 before.

6 THE WITNESS: Cheshire Ventures, as  
7 the managing principal of Cheshire Ventures,  
8 Cheshire Ventures had nothing to do with this  
9 agreement.

10 BY MR. STOKES:

11 Q. Do you have knowledge of this agreement  
12 in any other capacity then Cheshire Ventures?

13 A. In my personal capacity, yes.

14 Q. How about in your capacity with Allcore  
15 development?

16 A. Yes.

17 Q. What then is the purpose of this  
18 agreement?

19 MR. LITTLE: Same objection. I'll  
20 direct him not to answer. If you want to ask  
21 him now in his personal capacity and count that  
22 toward your deposition you left open yesterday,  
23 we're happy to let him do so. If not, I don't  
24 think it's appropriate for a 30(b)(6), and I'll  
25 direct him not to answer.

1 MR. STOKES: We don't agree to that.

2 Do you have a privileged objection?

3 MR. LITTLE: I've made my objection.

4 MR. STOKES: And as with the prior  
5 objection, you have no protective order for the  
6 scope of this --

7 MR. LITTLE: We didn't recognize  
8 that you would be asking questions outside of  
9 the topics about his personal knowledge, and so  
10 to the extent that we did not have notice of  
11 that, no, we've not filed for a protective  
12 order. We expected you to confine this  
13 deposition to 30(b)(6). You have the 30(b)(6)  
14 topics of Cheshire. You know from the money  
15 flows that these things happened. This document  
16 you're looking at says, Allcore and White Peaks  
17 Capital. You know Allcore is a separate entity.  
18 You sued Allcore. You got a default on Allcore.

19 The only connection -- the only  
20 reason that you have any connection here is that  
21 e-mail address was used that says "Cheshire  
22 Ventures." And so, no, we did expect that you  
23 would not understand from the money flows and  
24 everything you know about this case that this  
25 document has nothing to do with this 30(b)(6).

1 So we did not seek a protective order prior to  
2 you asking these questions.

3 MR. STOKES: Despite all of these  
4 communications that we've shown you having  
5 Cheshire Ventures's e-mails, you did not prepare  
6 the witness to answer these questions in which  
7 Cheshire Ventures is clearly involved in that it  
8 is --

9 MR. LITTLE: Patrick, it's not  
10 clearly involved. It's not clearly involved  
11 when saying a g-mail is not clearly involved to  
12 use a g-mail address. The fact that an e-mail  
13 address is used for multiple purposes, is, I  
14 think, so the court would take judicial notice  
15 of. I wouldn't require any sort of factual bass  
16 to believe that. In fact, it is just the way  
17 the world works.

18 MR. STOKES: So to be clear, are you  
19 going to answer any questions that you purport  
20 are not Cheshire Ventures business related to  
21 the extent that you used Cheshire Ventures's  
22 e-mail address to communicate about the topics  
23 of those e-mails?

24 MR. LITTLE: That's a question for  
25 me, and my objections I will tell you that it

1 depends on the questions you ask. You're asking  
2 a question now about a document between Allcore  
3 and White Peaks, which has nothing with the  
4 30(b)(6) topics and nothing to do with Cheshire  
5 Ventures.

6 MR. STOKES: And the cover e-mail is  
7 Cheshire Ventures and White Peaks.

8 MR. LITTLE: That's your  
9 characterization. He testified that he used the  
10 e-mail for personal matters. It does not, all  
11 of sudden, make it a -- I mean, in this case,  
12 you know, for example, that there are  
13 individuals who is Amazon.com e-mail addresses  
14 who are not Amazon employees. It doesn't make  
15 those people Amazon employees. In fact, you had  
16 a witness testify about that at length. So  
17 you're fully aware of the context of this case  
18 that the use of an e-mail, does not render  
19 everything company business.

20 MR. STOKES: Of course, Amazon  
21 witnesses have not refused to answer questions  
22 in connection with their role with Amazon  
23 whether they're employees or not employees. I  
24 think is the essential distinction here.

25 MR. LITTLE: I understand you think



1 it is. I think it's the fact that people use  
2 e-mail for all sorts of purposes.

3 BY MR. STOKES:

4 Q. Mr. Nelson, do people use corporate shell  
5 names and entities to hind and disguise their  
6 roles in corporate transactions so that  
7 companies like Amazon are unable to identify  
8 their participation in fraud schemes?

9 MR. LITTLE: Objection, calls for a  
10 hypothetical; calls for speculation.

11 THE WITNESS: I can't answer that  
12 question. I don't know what people do.

13 BY MR. STOKES:

14 Q. Did you do that?

15 A. No.

16 (Exhibit Number 9 was marked.)

17 BY MR. STOKES:

18 Q. Mr. Nelson, let's take a look at  
19 Exhibit 9 Tab 46.

20 MS. PARIKH: It should be up now.

21 THE WITNESS: Yes, I see it.

22 BY MR. STOKES:

23 Q. What is that document?

24 A. It appears to be a wire transfer.

25 Q. Who is -- I'm sorry.

1 A. A notice of a wire transfer.

2 Q. Do you see that that is an e-mail from  
3 Rod Atherton to Carleton Nelson at Cheshire  
4 Ventures?

5 A. I see that.

6 Q. What is the wire transfer related to?

7 A. It says here paid to Park National Bank  
8 Renrets debited to CTBSRM.

9 Q. And what is the nature of that wire  
10 transfer?

11 A. The nature define? I -- define --

12 Q. What's the purpose of it?

13 A. From Cheshire Ventures's perspective?

14 Q. From any perspective.

15 A. From Cheshire Ventures's perspective, it  
16 has no opinion on this, because it wouldn't have  
17 known about this otherwise. In my personal  
18 capacity, I could tell you what this was about.

19 Q. What is it?

20 MR. LITTLE: Same objection. I'm  
21 going to direct him not to answer it. If you  
22 want him to answer in his personal capacity, you  
23 still have about an hour of questions to do so.

24 BY MR. STOKES:

25 Q. Mr. Nelson, is this communication to your

1       Cheshire Ventures's e-mail by Rod Atherton, is  
2       it your testimony here today that that is not  
3       related to Cheshire Ventures?

4       A.       Yes.

5       Q.       And it has no association with Cheshire  
6       Ventures?

7       A.       Yes.

8       Q.       What is the distinction you're drawing  
9       between Cheshire Ventures -- what is distinction  
10      you're drawing between these entities and e-mail  
11      addresses and communications that involve  
12      Cheshire Ventures but are not Cheshire Ventures  
13      related for purposes of our testimony today?

14      A.       Cheshire Ventures has nothing to do with  
15      the content of the wire transfer detailed in  
16      here, this notice of wire transfer detailed in  
17      here.

18      Q.       Yet, Cheshire Ventures is receiving  
19      communications about the wire transfer here.

20               MR. LITTLE:  Objection to the form.  
21      Mischaracterizes his testimony.  He's never  
22      testified that Cheshire Ventures is receiving  
23      such things.

24               THE WITNESS:  It is a Cheshire  
25      Ventures e-mail.

1 BY MR. STOKES:

2 Q. And so in what capacity is the Cheshire  
3 Ventures's e-mail being used here?

4 A. It's being used as an e-mail address.

5 Q. And is your point that while you know  
6 about the contents of this transfer personally,  
7 it was not in your capacity as a Cheshire  
8 Ventures's representative?

9 A. Cheshire Ventures has nothing to do with  
10 this wire or notice of debt.

11 Q. Why would Cheshire Ventures receive an  
12 mail from Rod Atherton?

13 A. Because there no other e-mail to reach me  
14 out.

15 Q. You had other e-mail addresses at the  
16 time, didn't you?

17 A. I certainly did.

18 Q. And so why would you receive e-mails  
19 related to business like this at your Cheshire  
20 Ventures e-mail address?

21 A. You should ask Rod why he sent it to that  
22 e-mail. Instead of my g-mail.

23 Q. So to be clear you're refusing to --

24 A. To be clear, I'm telling you I don't know  
25 why Rod Atherton sent it to Cheshire Ventures

1       versus some other e-mail I might have had.

2       Q.       What the purpose of this money that's  
3       being transferred here?

4               MR. LITTLE:   Same objection.   He can  
5       answer in his personal capacity as part of his  
6       personal deposition time.   Not as 30(b)(6)  
7       deposition.

8       BY MR. STOKES:

9       Q.       Are you refusing to answer as part of  
10      your 30(b)(6)?

11      A.       I'm listening to my attorney.

12      Q.       Did Cheshire Ventures receive any loans  
13      from any entities?

14      A.       No.

15      Q.       Did Cheshire Ventures receive any funds  
16      from Allcore?

17      A.       No.

18      Q.       Did Cheshire Ventures receive any funds  
19      from Renrets?

20      A.       No.

21      Q.       Did Cheshire Ventures receive any funds  
22      from any entities associated with Casey  
23      Kirschner?

24      A.       No.

25      Q.       Did Cheshire Ventures receive any funds

1 from any entity related to Christian Kirschner?

2 A. No.

3 Q. Did Cheshire Ventures receive any funds  
4 related to CTBSRM?

5 A. No.

6 Q. Did Cheshire Ventures receive any funds  
7 from any entities related to Johnny Lim?

8 A. No.

9 Q. Did Ventures receive any funds from any  
10 entities related to Mr. Watson?

11 A. No.

12 Q. Did Cheshire Ventures perform any  
13 services on behalf of North Star?

14 A. No.

15 Q. Did it seek to perform any services on  
16 North Star?

17 A. No, but I certainly would have.

18 (Exhibit Number 10 was marked.)

19 BY MR. STOKES:

20 Q. Take a look at Tab -- I'm sorry,  
21 Exhibit 10, Tab 56.

22 A. I see it.

23 Q. What is this?

24 A. This is the license fee or license  
25 agreement that I talked about earlier.

1 Q. Okay. So this is a license agreement  
2 between CTBSRM and Cheshire Ventures?

3 A. Yes.

4 Q. Did you enter into this agreement?

5 A. This one isn't signed. I don't remember  
6 if I executed it or not, but that certainly was  
7 the intention.

8 Q. Okay. Earlier you spoke about a license  
9 agreement and you described the license  
10 agreement as it related to Allcore. Is this  
11 different?

12 A. Well, this is between CTBSRM. Yes.

13 Q. Okay. So I just want to make sure we're  
14 clear for the record. What we were discussing  
15 before we looked at the facilitator agreement  
16 and you discussed certain services and  
17 relationship with Allcore but you kept referring  
18 to a license agreement, and just now you said,  
19 this was the license agreement I was talking  
20 about. So what you were talking about before  
21 with Allcore and the relationship between  
22 Allcore and Cheshire Ventures, was that  
23 accurate? I'm not suggesting you were  
24 intentionally being inaccurate.

25 I'm just saying, was that accurate or in

1 terms of the relationship between Cheshire  
2 Ventures and Allcore, or were you referring to  
3 CTBSRM?

4 A. No. I believe, as I gave my testimony, I  
5 believed there was a license agreement and here  
6 is it. It just happens to be between CTBSRM.  
7 So obviously Rod had changed his mind about how  
8 that was going to interface.

9 Q. So what is the distinction between this  
10 license agreement with CTBSRM and the  
11 facilitator agreement with Allcore?

12 A. A couple things. One, the title is  
13 different. Two, the parties are different.  
14 Three -- and then 5.1, I read that the  
15 royalty -- it's a royalty and licensee agrees to  
16 pay a royalty to licensor for use of license  
17 process equal to 75 percent of all gross  
18 revenue.

19 So it went from 98 percent to 75 percent,  
20 and I'm sure there are some other differences  
21 here, but point being, as I mentioned earlier, I  
22 did recall there being a license agreement, and  
23 I believe that this is -- this is it.

24 Q. Was there also a facilitator agreement  
25 with Allcore?



1 A. I believe that -- that this license  
2 agreement would have replaced the facilitator  
3 agreement.

4 Q. Does this agreement make clear that this  
5 is superseding or replacing the facilitator  
6 agreement?

7 A. I don't know. I could go through it, if  
8 you want.

9 Q. Well, do you have a recollection of that?  
10 You just mentioned that you believe that this is  
11 replacing the facilitator agreement with  
12 Allcore. What is that based on?

13 A. Given that this is February 28, 2020, and  
14 the facilitator agreement was January 1st, I  
15 believe, 2020; and given my recollection that  
16 Rod had done a license agreement. That's the  
17 basis of why I say it would supersede the other  
18 agreement. There would be no reason for me --  
19 from a practical perspective, I couldn't give  
20 98 percent on one side and 75 on the other.  
21 That wouldn't make a lot of sense.

22 Q. What services were purporting to do for  
23 CTBSRM through Cheshire Ventures in connection  
24 with this license agreement?

25 A. Let's see what it says.

1 Q. Do you recall what the services were in  
2 connection with the license agreement that you  
3 had with CTBSRM?

4 MR. LITTLE: Objection; there's  
5 still a last question pending, unless you want  
6 to withdraw it.

7 BY MR. STOKES:

8 Q. I'll withdraw the first question. And  
9 I'll ask you, do you recall what the purpose of  
10 this license agreement was with CTBSRM?

11 A. I believe that Rod had indicated that a  
12 license agreement was a more appropriate way of  
13 contracting between Cheshire and CTBSRM versus  
14 Allcore.

15 Q. Why was it more appropriate way?

16 A. You'd have to ask Rod that.

17 Q. What was your understanding of why it was  
18 more appropriate for you to contract with CTBSRM  
19 through a license agreement as opposed to with  
20 Allcore through a facilitator agreement?

21 A. I don't recall specifically why Rod made  
22 that decision other than -- so, for instance,  
23 here in the defined term license process --  
24 Shall mean the proprietary process of generating  
25 business development and consulting for

1 development management services. This seems to  
2 be a more appropriate way to contract CTBSRM  
3 given that Cheshire Ventures was, again, purely  
4 consulting-type operation where Allcore and  
5 CTBSRM were involved in the development of  
6 projects.

7 Q. So what services did you intend to  
8 provide through this agreement to CTBSRM?

9 A. Well, as they say in license process  
10 here, it's proprietary services of generating  
11 business development and consulting for the  
12 development management services.

13 Q. So I can see that you can read that on  
14 the page. What did you intend to do for CTBSRM?

15 A. Generate business development and  
16 consulting services for development management.

17 Q. And did you take any steps to do that?

18 A. This document would be the first.

19 Q. Was there a second?

20 A. Not that I recall, no.

21 Q. Did you take -- did you engage in any  
22 work whatsoever for CTBSRM?

23 A. No, I did not.

24 Q. What was CTBSRM?

25 A. CTBSRM was a trust, corporate trust.

1 Q. What was the purpose of CTBSRM?

2 A. It was a tax advantageous place to keep  
3 development money for Allcore development.

4 Q. What is your understanding as to why  
5 Cheshire Ventures would pay 75 percent of its  
6 gross receipts to a trust that is set up for tax  
7 advantageous reasons to assist another company  
8 called Allcore?

9 A. Because I had borrowed against that trust  
10 and taken out notes through Renrets.

11 Q. And so what is the purpose of these  
12 royalties that are being described here on page  
13 two of this document that you just identified?

14 A. Both to repay those notes and to fund  
15 Allcore development.

16 Q. Okay. Does this license agreement -- it  
17 describes that you're going to pay royalty to  
18 the licensor, and as you described, the license  
19 process means in connection with development  
20 services. Does it say anything about this  
21 arrangement between Cheshire Ventures and CTBSRM  
22 being set up to payoff your personal loans with  
23 CTBSRM?

24 A. I don't know. Let me take a look. I  
25 can't find anything in here that defines how

1       those license fees are supposed to be spent.

2       Q.       What was the -- you've mentioned tax  
3       purposes. What was the tax purpose of this  
4       relationship between Cheshire Ventures and  
5       CTBSRM as you understood it?

6       A.       There was no tax purpose for Cheshire and  
7       CTBSRM as a -- as it's contracted here that I'm  
8       aware of.

9       Q.       And putting aside as it's contracted  
10      here, what did you understand to be the tax  
11      purpose from -- for Cheshire Ventures and CTBSRM  
12      to have a contract with each other or have a  
13      relationship with each other?

14      A.       My understand between Cheshire and CTBSRM  
15      was exactly as it lays out here. There was  
16      75 percent royalty fee of gross proceeds were to  
17      go to CTBSRM. I don't think that has anything  
18      to do with taxes other than there is a defined  
19      term taxes -- all fees and other charges are  
20      exclusive of federal, state, or foreign taxes,  
21      levies and assessment.

22                   (Clarification by Reporter)

23                   Licensee shall be liable for the  
24      payment of all local, state, federal and  
25      non-United States taxes or similar assessments

1 or charges, including any interest or penalties  
2 imposed thereon, other than taxes based on the  
3 net income of licensor, arising out of or  
4 relating to this agreement without limiting the  
5 foregoing licensee shall promptly pay the  
6 licensor in an amount equal to any such items  
7 actually paid or can be collected or paid by  
8 licensor. In lieu of paying such taxes,  
9 licensee will provide licensor the tax exemption  
10 certificate acceptable to the tax authorities.

11 To me, that outlines the tax  
12 relationship of the two.

13 Q. What discussions did you have with Rod  
14 Atherton about the purpose of setting a  
15 relationship between Cheshire and CTBSRM?

16 A. The purpose was to payoff the notes and  
17 fund Allcore Development.

18 Q. How would setting up a relationship  
19 between Cheshire and CTBSRM fund Allcore  
20 Development?

21 A. The notes would eventually be paid off  
22 and future revenues generated by Cheshire  
23 Ventures on a consulting basis will continue to  
24 flow to CTBSRM, and then would be used for  
25 development of real estate projects.

1 Q. By whom?

2 A. By Allcore.

3 Q. So was it your understanding that monies  
4 that would flow from Cheshire Ventures to CTBSRM  
5 would then be paid to Allcore?

6 A. If a deal presented itself that was  
7 appropriate, yes.

8 Q. And was it your understanding that  
9 payments to CTBSRM by Cheshire Ventures was for  
10 the benefit of Allcore?

11 A. I don't know if it was for the benefit of  
12 Allcore. I know it was certainly for the  
13 benefit of paying the notes off, but certainly  
14 there would have been a component of that money  
15 that would have been available to Allcore, yes.

16 Q. Did -- what was your understanding about  
17 taxes that would be due and owing on Cheshire  
18 Ventures's monies earned that were paid to  
19 CTBSRM to pay down the notes that you had with  
20 CTBSRM?

21 A. Any revenue that Cheshire Ventures earned  
22 was taxed at my, then, taxable rate.

23 Q. What real estate development work did  
24 CTBSRM do?

25 A. In relation to Cheshire Ventures, none.

1 Q. Well, Cheshire Ventures is entering into  
2 an agreement with CTBSRM to provide real estate  
3 services; is that right?

4 A. To provide business development services.

5 Q. Development management services to be  
6 exact?

7 A. No. Business development. Allcore and  
8 CTBSRM are in the development management piece.

9 Q. And so you're providing consulting in  
10 connection with that through Cheshire Ventures?

11 A. Business development leads and/or  
12 potential consulting, yes.

13 Q. So were you are entering into an  
14 agreement to provide consulting services to  
15 CTBSRM through Cheshire Ventures. What was your  
16 understanding of what real estate development  
17 work Cheshire Ventures was going to be doing?

18 A. Wait a second. Let's go back and read  
19 that one more time, Pat. So licensed process,  
20 again, first page. Capitalize term, shall mean  
21 the proprietary process of generating business  
22 development and consulting for development  
23 management services. So there's two things.  
24 It's not just consulting. It's also business  
25 development services.



1           Distinct and separate but for development  
2           services, which would be performed CTBSRM and  
3           Allcore Development. My piece with Cheshire  
4           Ventures was simply to either generate or  
5           consult. It did neither.

6           Q.       And my question again is, since you  
7           agreed to do consulting in connection with this,  
8           what was your understanding of what CTBSRM was  
9           doing in the development management services  
10          field?

11          A.       I don't know because they never did  
12          anything.

13          Q.       Okay. So you entered into a license  
14          agreement without knowing what CTBSRM did?

15                   MR. LITTLE: Objection.

16                   THE WITNESS: No. It says it right  
17          here, development management services; that's  
18          what they were going to do.

19          BY MR. STOKES:

20          Q.       So entered into an agreement to pay  
21          CTBSRM 75 percent of the proceeds of Cheshire  
22          Ventures for services that it had never  
23          performed?

24          A.       Yes.

25          Q.       And for services that you didn't know

1 what they would be?

2 A. Development management services. It says  
3 it right there.

4 Q. What did you understand that CTBSRM was  
5 going to do in the future in connection with the  
6 management services that would warrant you to  
7 agree to pay 75 percent of the gross proceeds of  
8 Cheshire Ventures to it?

9 A. Develop projects with Allcore.

10 Q. Okay. What did you understand those  
11 projects were going to be?

12 A. Anything and everything in the industrial  
13 and/or commercial field.

14 Q. Did it involve White Peaks?

15 A. No.

16 Q. Was Allcore going to be involved in the  
17 development or work with White Peaks? We just  
18 looked at a document that suggests that there  
19 was an agreement between the two?

20 A. Was Allcore going to be in the  
21 development business with White Peaks? With  
22 White Peaks Capital or White Peaks site? I'm  
23 sorry. I'm confused.

24 Q. Either.

25 A. [REDACTED]

1 [REDACTED] [REDACTED]  
2 earlier was an agreement to -- on a go forward  
3 basis to joint venture, so it had nothing to do  
4 with the acquisition.

5 Q. Okay. So White Peaks was a company; is  
6 that right?

7 A. Yes.

8 Q. And White Peaks was engaged in  
9 development work?

10 A. I don't know.

11 Q. Okay. Well, Allcore was -- did Allcore  
12 consider entering into a business relationship  
13 with White Peaks, the development company?

14 A. Are you asking --

15 MR. LITTLE: Objection.

16 THE WITNESS: Are you asking me in  
17 my capacity as with Cheshire Ventures knew or  
18 what Allcore knew?

19 BY MR. STOKES:

20 Q. Well, I'm asking in whatever capacity you  
21 sitting here in the room today know that in.

22 A. Cheshire Ventures perspective, I have no  
23 idea what Allcore did or didn't do.

24 Q. Okay. So you in this capacity of  
25 Cheshire Ventures that you've described, entered

1       into an agreement with CTBSRM to provide it  
2       75 percent of the gross receipts of your company  
3       in connection with consulting to CTBSRM and  
4       Allcore you described for developing management  
5       services. Do I understand that correctly?

6       A.       And business development, yes.

7       Q.       And business development and paying down  
8       your notes, et cetera?

9       A.       Yes.

10      Q.       And part of that development work that  
11      you say you are contemplating on behalf of  
12      Cheshire Ventures, was paying them for work that  
13      Allcore and CTBSRM would do in connection with  
14      real estate development, which would include --  
15      would that include White Peaks?

16      A.       Cheshire Ventures had no connection with  
17      White Peaks whatsoever.

18                   (Exhibit Number 11 was marked.)

19      BY MR. STOKES:

20      Q.       Take a look at Exhibit 11, Tab 58.

21      A.       Okay. I see it.

22      Q.       What is that document?

23      A.       This appears to be titled "Proposed  
24      Business Structure."

25      Q.       Do you recognize that document?

1 A. I believe I have seen this somewhere,  
2 yes.

3 Q. Do you know who prepared that document?

4 A. I believe Rod Atherton did.

5 Q. What is the purpose of that document?

6 A. I believe Rod put together a blocked  
7 diagram for different various development --  
8 real estate development work and some associated  
9 trusts.

10 Q. And this document was produced from  
11 Cheshire Ventures. So do you recall receiving  
12 this document?

13 A. I'm not sure it was produced by Cheshire  
14 Ventures. It was produced by me personally.

15 Q. Do you see the Bates number at the  
16 bottom?

17 A. I see that, but I'm not certain because I  
18 produced it -- I believe because I produced it,  
19 it's Nelson Cheshire. I think it was actually a  
20 Nelson production; not a Cheshire production.

21 Q. We just -- we talked about a facilitator  
22 agreement between Cheshire Ventures and Allcore  
23 and for consulting services, among other things,  
24 in connection with real estate development, and  
25 we've talked about a license agreement between

1       Cheshire Ventures and Allcore -- I'm sorry,  
2       CTBSRM in connection with consulting, among  
3       other things, in connection with real estate  
4       development -- does this document have to do  
5       with the type of real estate development that  
6       CTBSRM and Allcore would be engaged in that  
7       Cheshire Ventures might be facilitating in the  
8       future?

9       A.       There is that potential, but other than  
10      the Bates stamp saying "Cheshire," Cheshire had  
11      nothing to do with this.

12     Q.       But do you see sitting here today have  
13      knowledge of what this document is?

14     A.       I did not produce this document.  
15      Cheshire Ventures did not produce this  
16      document -- or did not create this document. It  
17      had nothing to do in the creation of this  
18      document, and other than Bates stamped saying  
19      it's from Cheshire, I don't know that it had  
20      anything to do with Cheshire Ventures. In fact,  
21      I know it had nothing to do with Cheshire  
22      Ventures.

23     Q.       I'll ask my question again.

24     A.       Okay.

25     Q.       Do you understand what the purpose of

1       this document is?

2       A.       I understand what it says, yes.

3       Q.       What does it say?

4       A.       Behind Chinese wall, 2010 trust,  
5       Rod trustee, charities, CTBSRM, Von, Pres, Rod  
6       general counsel, Allcore development, Von  
7       management.

8       Q.       I understand you can read the document.  
9       My question --

10               MR. LITTLE:   Are you going to let  
11       him finish the answer?   You asked him to testify  
12       to what it said, or you can withdraw your  
13       question?

14               MR. STOKES:   No.   I don't think I  
15       need to withdraw my question.   Your client's  
16       playing games.

17               MR. LITTLE:   You asked him -- what  
18       did it say, Pat?   He's literally telling you  
19       what it said.

20       BY MR. STOKES:

21       Q.       So my question is --

22               MR. LITTLE:   Let him continue  
23       please.   He's in the middle of his answer.

24       BY MR. STOKES:

25       Q.       What do you understand this document --

1 MR. LITTLE: He still needs to  
2 answer the question.

3 THE WITNESS: This looks to me like  
4 a block diagram, not prepared by me or myself in  
5 my capacity with Cheshire Ventures, about  
6 developing data centers and various trusts and  
7 associated with that.

8 BY MR. STOKES:

9 Q. What was the reason for you receiving  
10 this document from Rod Atherton?

11 A. I don't know that I did receive this  
12 document from Rod. Can you show me that?

13 Q. Well, was it produced by you or Cheshire  
14 Ventures?

15 A. One or the other. I believe it was me.

16 Q. Then so you believe the document was  
17 produced by Rod Atherton; is that correct?

18 A. It says --

19 Q. I'm sorry, was prepared by Rod Atherton?

20 A. I do believe that, yes.

21 Q. Okay. And do you understand that the  
22 document was produced by you or Cheshire  
23 Ventures?

24 A. That's what it says in the Bates stamped,  
25 yes.



1 Q. Okay. Do you remember this document --

2 A. I've seen a lot of block diagrams.

3 Q. Okay. Do --

4 A. It could have come off the box account  
5 that your guys Consilia broke into. I don't  
6 know.

7 Q. Did you keep documents on the box account  
8 that you just referred to?

9 A. Rod Atherton did.

10 Q. What was that box account used for?

11 A. To keep any documents.

12 Q. By whom?

13 A. By Rod Atherton.

14 Q. Was that for purposes of sharing  
15 documents with you?

16 A. Certainly it was for sharing documents.  
17 Yes.

18 Q. This document here, do you know whether  
19 this document was shared with you by Rod  
20 Atherton through that box account?

21 A. I don't.

22 Q. Okay. Why did you just say then that it  
23 was?

24 A. Because I don't know if it was or it  
25 wasn't.

1 Q. Okay. So putting aside how it was shared  
2 with you by Rod Atherton, do you recall  
3 receiving blocked diagrams like this from Rod  
4 Atherton periodically?

5 A. It is possible, yes.

6 Q. Does this block diagram -- the  
7 information contained in this block diagram,  
8 does this represent a structure that you set up  
9 with Rod Atherton for --

10 MR. LITTLE: Objection; you --

11 Q. -- for purposes of engaging in real  
12 estate development consulting or other type of  
13 work?

14 MR. LITTLE: Objection; it's clear  
15 from your question that the you you're referring  
16 to is Carl Nelson personally and not Cheshire  
17 Ventures. So same objection as previously. To  
18 the extent he can answer that as the corporate  
19 representative, he's free to do so; otherwise,  
20 we'd ask that you count this toward your  
21 30(b)(6) -- sorry, the deposition time for him  
22 personally.

23 MR. STOKES: So we are not going to  
24 count this as time towards Mr. Nelson's personal  
25 deposition, and understanding the inappropriate

1 lines you're attempting to draw on this  
2 30(b)(6), Mr. --

3 MR. LITTLE: Patrick, they're not  
4 inappropriate. I understand you don't agree  
5 with it, but it's not inappropriate.

6 BY MR. STOKES:

7 Q. Mr. Nelson, will you please let us know,  
8 do you know, what this diagram is intended to  
9 represent with regard to work being done between  
10 you in any capacity, and then we'll talk about  
11 what capacity that was, in any capacity, with  
12 Rod Atherton and Von Lacy?

13 A. I don't understand this block diagram.  
14 They use a lot of national companies, discuss  
15 Hope out of Occa (as said); I don't know what  
16 that is. I can tell you that in my personal  
17 capacity, I would look at this and say I'm not  
18 even sure what this is.

19 In my capacity as Cheshire Ventures, I  
20 would have no idea what this is.

21 Q. So you contracted through Cheshire  
22 Ventures with CTBSRM, correct?

23 A. There was a license agreement, yes.

24 Q. And you had a facilitator agreement with  
25 Allcore; is that correct?

1 A. I don't know that both existed at the  
2 same time.

3 Q. But you had a facilitator agreement with  
4 Allcore as well; is that correct?

5 A. At one point in time, yes.

6 Q. And you would receive information from  
7 Rod Atherton that would relate to, as this  
8 suggests, real estate development work that you,  
9 in some capacity, were doing with Rod Atherton's  
10 assistance; is that right?

11 A. This doesn't make any sense. I didn't do  
12 any real estate development work of this nature  
13 here. So I would say, no.

14 Q. Okay. So sitting here today are you only  
15 willing to answer questions about this document  
16 through the lens of Cheshire Ventures, whatever  
17 that lens is that you define --

18 MR. LITTLE: Objection --

19 Q. -- as opposed to --

20 MR. LITTLE: Pat, objection. He  
21 just told you from his personal capacity what he  
22 would say and he just testified to it. It's  
23 literally in the transcript.

24 BY MR. STOKES:

25 Q. Was the license agreement that you had

1 with CTBSRM through Cheshire Ventures relate to  
2 doing consulting -- development consulting work  
3 such as these types of deals that are  
4 represented here in this blocked diagram?

5 A. Cheshire Ventures would have done the  
6 business development and/or consulting. It  
7 would not have done the actual development of  
8 the project.

9 Q. Would you -- and did you receive  
10 information from Allcore, CTBSRM, or Rod  
11 Atherton on behalf of those entities since  
12 apparently they're the managers, presidents, and  
13 general counsels of those entities, that would  
14 inform you in your role at Cheshire Ventures, as  
15 to the structure of business development  
16 consulting and development opportunities at any  
17 of the entities that you were considering  
18 working on behalf of?

19 A. I would get some information from time to  
20 time. This, I don't recognize it. It doesn't  
21 make any sense. No.

22 Q. Did you receive information from  
23 Rod Atherton or Von Lacy with regard to Allcore  
24 and CTBSRM development work?

25 A. No, I did not.

1 Q. Beyond -- I mean, you received this?

2 A. I don't know that I received this. I may  
3 have this, but this doesn't make any sense to  
4 me. So I don't understand it. Who is Hope out  
5 of Okla- -- I assume it's Oklahoma. The purpose  
6 to operate the deal. Monies bank brings the  
7 relationship. What bank? I don't understand  
8 any of this.

9 (Exhibit Number 12 was marked.)

10 MR. STOKES: Take a look at  
11 Exhibit 12 Tab 61, slide 25.

12 It's Bates Number 007 at the end.

13 THE WITNESS: What page does that  
14 correspond to, pat?

15 BY MR. STOKES:

16 Q. So the slide is on page 25?

17 A. 25.

18 Q. The Bates number is at the end of 007,  
19 and I can't seem to tell you on -- and it's page  
20 25 of the PDF.

21 A. 25. Oh, come on. Okay.

22 Q. Do you have it in front of you?

23 A. I see that.

24 Q. Okay. Okay. Have you seen this graph  
25 before?

1 A. I believe so, yes.

2 Q. Did you participate in a presentation by  
3 prosecutors EDBNA and --

4 MR. LITTLE: Objection to form. As  
5 you can certainly imagine, Cheshire Ventures has  
6 not participated in this sort of thing. But to  
7 the extent you want to ask him personally, we're  
8 happy to allow this be a part of his time as  
9 long as it's counted towards his time.

10 BY MR. STOKES:

11 Q. Do you see Cheshire Ventures on this  
12 page?

13 MR. LITTLE: That wasn't your  
14 question. Your question was whether he  
15 participated and that's him personally. I don't  
16 think you were asking if Cheshire Ventures  
17 personally participate. If you want to ask that  
18 questions, I'll be more than happy to let him  
19 answer, but the other question, I'm not going to  
20 let him answer.

21 BY MR. STOKES:

22 Q. So did Cheshire Ventures participate?

23 A. No.

24 Q. Did Cheshire Ventures come up in the  
25 meeting?

1 A. How would I know if Cheshire Ventures  
2 didn't participate?

3 Q. Were you in the meeting?

4 A. No.

5 Q. Okay. Do you see this -- do you see this  
6 graph in front of you with Cheshire Ventures?

7 A. Yes.

8 Q. Okay. I'm going to ask you about just  
9 the arrows and the graphs here as it relates to  
10 Cheshire Ventures, to the extent you know.

11 This graphic appears to represent that  
12 Sigma Regenerative Services -- or Solutions,  
13 provided funds to Cheshire Ventures?

14 A. I see an arrow pointing from Sigma to  
15 Cheshire Ventures. Yes.

16 Q. In your capacity as the principal -- what  
17 were you principal what?

18 A. Managing principal.

19 Q. Managing principal of this entity  
20 Cheshire Ventures, did you receive or did  
21 Cheshire Ventures receive any funds from Sigma  
22 Regenerative Solutions?

23 A. Not that I'm aware of. No.

24 Q. This seems to suggest that Cheshire  
25 Ventures received funds from Rod Atherton?



1 A. It seems to suggest that there's an arrow  
2 pointing from Sigma Regenerative Solutions to  
3 Cheshire Ventures. That's all I see.

4 Q. Did Cheshire Ventures receive funds from  
5 Rodney Atherton?

6 A. I don't believe they did.

7 MR. STOKES: Is it 12:40? Shall we  
8 take a break for lunch at this time.

9 MR. LITTLE: That's fine.

10 THE VIDEOGRAPHER: We're going off  
11 the record. The time is 12:40 p.m.

12 (Brief lunch break was observed.)

13 THE VIDEOGRAPHER: We're returning  
14 to the record. The time is 1:13 p.m.

15 BY MR. STOKES:

16 Q. Okay. Mr. Nelson, you're still under  
17 oath. Do you understand?

18 A. I do.

19 (Exhibit Number 13 was marked.)

20 BY MR. STOKES:

21 Q. We were, prior to the break, talking  
22 about Cheshire Ventures receipt of funds from  
23 Sigma Regenerative Solutions and Rod Atherton.  
24 Let's take a look at Exhibit 13, Tab 111.

25 A. Okay.

1 Q. Do you have that document in front of  
2 you?

3 A. I do.

4 Q. Do you see that this is a bank record for  
5 U.S. Bank for Cheshire Ventures, LLC?

6 A. I do.

7 Q. You mentioned previously that Cheshire  
8 Ventures's bank account was with U.S. Bank; is  
9 that correct?

10 A. That's correct.

11 Q. And is this the bank account that you  
12 previously referred to with regard to monies you  
13 received and spent on behalf of Cheshire  
14 Ventures?

15 A. Yes.

16 Q. Do you know if Cheshire Ventures had any  
17 other bank accounts?

18 A. It did not.

19 Q. And if you would look at the -- what is  
20 the third page of the bank record, Bates Number  
21 497.

22 A. Yep, I see it.

23 Q. Do you see the section that is "Other  
24 Deposits"?

25 A. Yes.

1 Q. Do you see a deposit a wire credit on  
2 December 31st of 2019, from Sigma Regenerative  
3 Solutions for \$40,000?

4 A. I do.

5 Q. And do you see just below that a deposit  
6 from Rod Atherton on December 21, 2019, and for  
7 \$82,500?

8 A. I do.

9 Q. What were the purposes of those deposits?

10 A. I believe those were gifts back from a  
11 bonus that Allcore had done.

12 Q. And let's -- and describe what you mean  
13 by that?

14 A. I mean by that is they were gifts that  
15 were supposed to go to a personal account but  
16 apparently they went to this account.

17 MR. STOKES: So let's turn to Tab  
18 31. I don't remember what exhibit number it is.

19 MS. PARIKH: Exhibit 3.

20 MR. STOKES: Sorry?

21 MS. PARIKH: Exhibit 3.

22 THE WITNESS: Yes.

23 BY MR. STOKES:

24 Q. Do you have that in front of you?

25 A. I do.

1 Q. Do you remember that you previously  
2 refused to answer questions about this because  
3 you claim that this bonus structure did not  
4 relate to Cheshire Ventures?

5 MR. LITTLE: Objection. That's not  
6 his testimony. That wasn't what he did.

7 THE WITNESS: And this did not  
8 relate to -- this bonus structure did not relate  
9 to Cheshire Ventures.

10 BY MR. STOKES:

11 Q. As we just saw, did we see monies  
12 deposited into your Cheshire Ventures's bank  
13 account?

14 A. Into Cheshire Ventures's bank account.  
15 Yes.

16 Q. And do we see this e-mail regarding the  
17 bonus comes from Cheshire Ventures?

18 A. Yes.

19 Q. And are you willing to answer questions  
20 at this time about the revised bone and the  
21 structure of the bonus and purpose of the bonus?

22 MR. LITTLE: Is that a question?

23 MR. STOKES: Yes.

24 MR. LITTLE: It depends on what the  
25 question are, and we'll devise them as we go.

1 BY MR. STOKES:

2 Q. Mr. Nelson --

3 MR. LITTLE: You showed him the bank  
4 account. He's answered your question about the  
5 bank account. If you want to ask more questions  
6 about that, I'm sure he'll ask -- he'll answer.

7 BY MR. STOKES:

8 Q. So, Mr. Nelson, this bonus, what was the  
9 purpose of this bonus?

10 A. It was a gift back from a loss that  
11 Mr. Atherton had taken.

12 Q. What was the loss that Mr. Atherton had  
13 taken?

14 A. I don't know.

15 Q. What was -- what did Mr. Atherton  
16 describe to you was the purpose of this bonus?

17 A. He described to me the purpose of the  
18 bonus for him and Mr. Lacy, because we had told  
19 them as part of Allcore that they had bonus.

20 Q. There's a gift back portion of this.  
21 What is -- what did Mr. Atherton explain to you  
22 is the purpose of the gift back?

23 A. The purpose of the gift back was a gift  
24 back.

25 Q. Why was he -- what does a gift back mean?

1 A. It means he was able to use a loss to  
2 offset a certain amount of taxable income and  
3 then gift back a certain amount, bonusing  
4 himself along the way, and Mr. Lacy.

5 Q. Who was he gifting the money back to?

6 A. Myself.

7 Q. Is that the money that's deposited into  
8 the Cheshire Ventures's bank account that we  
9 just saw?

10 A. I believe so, yes.

11 Q. And what was -- why were you receiving --  
12 as I understand what you just said is, a portion  
13 of his bonus is being gifted back to you?

14 A. Yes.

15 Q. Do you understand that correctly?

16 A. Correct.

17 Q. Why was Mr. Atherton gifting you a  
18 portion of his bonus?

19 A. That was the structure that he proposed.

20 Q. Well, was -- what was the purpose of the  
21 bonus to Mr. Atherton?

22 A. It was an employment bonus.

23 Q. For what?

24 A. For the work that he had done as part of  
25 Allcore.

1 Q. What work had he done for Allcore?

2 A. He was general counsel.

3 Q. So what I understand he had a title and a  
4 position, what work did he do for purposes of  
5 receiving a bonus?

6 A. I'm not sure I understand the question.

7 MR. LITTLE: I'm going to object at  
8 this point to the extent you're asking in his  
9 with capacity Cheshire Ventures. He can answer  
10 to the extent you're asking him about the  
11 continuation of questions you began asking  
12 yesterday in his personal deposition. We're  
13 happy to have him answer those as long as you  
14 answer those towards your deposition time.

15 If you're not willing to do so, then  
16 I'm going to tell him he should not answer as  
17 part of the 30(b)(6) deposition.

18 MR. STOKES: We don't --

19 MR. LITTLE: You've explored the  
20 aspects of this which relate to Cheshire  
21 Ventures. If you want to continue to explore  
22 Cheshire Ventures, we're happy to have him  
23 answer those questions in this deposition.

24 MR. STOKES: And so again,  
25 Mr. Little, we'll agree to disagree on the lines

1       you're drawing and --

2                   MR. LITTLE:   It's pretty  
3       straightforward lines, Patrick.

4                   MR. STOKES:   And this is not  
5       appropriate for the 30(b)(6).

6       BY MR. STOKES:

7       Q.       So we have here, Mr. Nelson, an e-mail  
8       bonus structure involving a bonus and gift back  
9       that is from an e-mail, again, from Cheshire  
10      Ventures; am I correct?

11     A.       Yes.

12     Q.       And we have the monies deposited into  
13      Cheshire Ventures; am I correct?

14     A.       There is money deposited into Cheshire  
15      Ventures, yes.

16     Q.       Okay.   And what was the reason for  
17      Cheshire Ventures to receive a gift back from  
18      Rod Atherton or Von Lacy in connection with work  
19      that they had performed for any entity other  
20      than Cheshire Ventures?

21     A.       Cheshire Ventures didn't receive a gift  
22      back.   Cheshire Ventures's bank account did but  
23      it was intended for me personally.

24     Q.       Mr. Nelson, is the distinctions that were  
25      created for you by Rod Atherton between Cheshire



1 Ventures, yourself, Allcore, CTBSRM, 2010 Trust,  
2 any of these entities, anything other than a  
3 figment in order to hide your identity from the  
4 IRS and Amazon and in connection with your  
5 receipt of funds from North Star, Blueridge, and  
6 White Peaks?

7 A. No.

8 Q. So there was no purpose, other than to do  
9 those things?

10 A. Your words; not mine. Certainly not  
11 Cheshire Ventures's.

12 Q. So, Mr. Nelson, we see here that monies  
13 are gifted to Cheshire Ventures. Why --

14 A. We see that monies are deposited into  
15 Cheshire Ventures's bank account. Yes.

16 Q. Yes. Why did Cheshire Ventures -- what  
17 was the purpose of the gift to Cheshire  
18 Ventures's bank account?

19 A. Well, it says gifted back here, \$312,000.  
20 If you look at the exhibit that you showed me  
21 for the amount that was deposited, it looks like  
22 a lot less than that. So I'm not sure that  
23 we're talking about a gift on the money that was  
24 deposited or not.

25 What I can tell you is that it was

1 intended for me personally, and I can only  
2 assume, because Rod Atherton set up that bank  
3 account for Cheshire Ventures, he had  
4 information in order to wire it there.

5 Q. In this structure that Mr. Atherton set  
6 up, what role was Cheshire Ventures supposed to  
7 play?

8 A. Cheshire Ventures -- Cheshire Ventures  
9 was a real estate development consulting  
10 company.

11 Q. And what was the purpose of Mr. Atherton  
12 providing a -- what did Mr. Atherton tell you  
13 was the purpose of this gift that at least  
14 partially ended up with Cheshire Ventures's bank  
15 account?

16 A. It had nothing to do with Cheshire  
17 Ventures, other than it happened to go to a  
18 Cheshire Ventures's bank account.

19 Q. So do you know what the purpose -- did  
20 Mr. Atherton tell you what the purpose of the  
21 gift was?

22 A. In my personally capacity, yes.

23 Q. And monies ended up Cheshire Ventures's  
24 bank account, correct?

25 A. Yes, it's right here.

1 Q. And are you willing here today as part of  
2 this 30(b)(6) to answer the question what  
3 Mr. Atherton told you the purpose of that gift  
4 back was?

5 A. The purpose of this -- these monies here,  
6 so 40,855 and then your -- the exhibit which you  
7 showed me, is 312,000, do not add up.

8 So you're calling this the gift back, and  
9 you're saying that that 312,000 is a gift back.  
10 I'm not sure -- where does it say gift back on  
11 the bank account?

12 Q. So I'm here to ask questions, and,  
13 Mr. Nelson, did you previously testify that the  
14 monies deposited in Cheshire's back account that  
15 came from Rod Atherton and from Sigma  
16 Regenerative Solutions related to the revised  
17 bonus structure?

18 A. I said that there is money deposited in  
19 here, and I can only assume, because it's from  
20 First Western and Regenerative -- Sigma  
21 Regener- -- Regenerative and Rod Atherton that  
22 it had to do with that, but it does not add up  
23 to the amounts in the e-mail that you showed me.

24 Q. Sure. Do you have any reason to think  
25 it's from something other than the gift back?

1 A. Because it's in this account and Cheshire  
2 had nothing to do with it, I don't know.

3 Q. Was the purpose of the gift back to  
4 provide you funds from the structure whether  
5 through the Cheshire's bank account or some  
6 other bank account such that you didn't have to  
7 pay taxes on that money?

8 A. No, absolutely not.

9 Q. Did you pay taxes on that money?

10 A. I did not have to pay any taxes on money  
11 that was not taxable.

12 Q. Because this was gifted to Cheshire  
13 Ventures, was it your view that you did not have  
14 to pay taxes on it?

15 MR. LITTLE: Objection to form.  
16 Lack of foundation. Mischaracterizes his  
17 testimony.

18 THE WITNESS: Again, I followed the  
19 advice of my attorney and my CPA as to what  
20 should be taxed and what shouldn't be taxed.

21 BY MR. STOKES:

22 Q. Your CPA being Mr. Delcarpio?

23 A. Yes.

24 Q. Did Mr. Delcarpio speak to Mr. Atherton?

25 A. I don't know.

1 Q. Did you put Mr. Delcarpio in touch with  
2 Mr. Atherton?

3 A. I don't know.

4 (Exhibit Number 14 was marked.)

5 BY MR. STOKES:

6 Q. Let's take a look at Exhibit 13 -- I'm  
7 sorry, it's 14 now. Tab 110.

8 MS. PARIKH: It should be on there.

9 THE WITNESS: Okay.

10 BY MR. STOKES:

11 A. Okay.

12 Q. Do you see this is an U.S. Bank statement  
13 for an account held in the name of Carleton  
14 Nelson?

15 A. I see that.

16 Q. Do you know what purpose this bank  
17 account served?

18 A. It says --

19 Q. In other words, is it a personal bank  
20 account, an account associated with Cheshire  
21 Ventures, or some other purpose?

22 A. It says, standard savings, so I assume  
23 it's a standard savings account.

24 Q. Do you recognize the bank account?

25 MR. LITTLE: Objection to form.

1 THE WITNESS: It has my name on it.

2 Yes. So to the extent that my name is on a  
3 statement from a U.S. Bank standard savings  
4 account, yes, I recognize it.

5 BY MR. STOKES:

6 Q. Okay. Did you have a standard savings  
7 account at U.S. Bank?

8 A. Yes, I did.

9 Q. Okay. Did this bank account -- was this  
10 bank account in any way associated with Cheshire  
11 Ventures?

12 A. No. I don't believe it was.

13 Q. Do you know if this bank account received  
14 funds related to Cheshire Ventures?

15 A. I don't. It says, 7023 is the last four  
16 of the account number. And I don't -- let's  
17 see, the date on October 2019 to November, so I  
18 don't know. I don't remember. But, no, it  
19 shouldn't have taken any money from Cheshire,  
20 unless I moved money into there, which is  
21 possible.

22 Q. Do you know why you were checking your  
23 balance more than approximately ten times that  
24 day?

25 A. Oh, it's a good question. No, I don't.

1 It has all the same reference number. Is that  
2 possibly an error and just one inquiry? It  
3 seems odd that every single one have the same  
4 reference number, doesn't it?

5 Q. You're asking me to testify. I can't  
6 testify. But I will say, it doesn't appear to  
7 me be odd at all.

8 In any event, my question is: Do you  
9 know what it is?

10 A. I don't know what it is. You also said  
11 why did you check your balance so many times. I  
12 don't know that I did.

13 (Exhibit Number 15 was marked.)

14 BY MR. STOKES:

15 Q. Okay. Let's take a look at Tab -- sorry,  
16 [REDACTED] Tab 12.

17 A. [REDACTED]

18 Q. [REDACTED]

19 [REDACTED]

20 A. [REDACTED]

21 Q. [REDACTED] at

22 [REDACTED]

23 A. [REDACTED]

24 Q. [REDACTED]

25 [REDACTED]

1 [REDACTED]

2 [REDACTED]

3 [REDACTED]

4 A. [REDACTED]

5 Q. [REDACTED] [REDACTED]

6 [REDACTED]

7 A. [REDACTED]

8 [REDACTED]

9 [REDACTED]

10 Q. [REDACTED]

11 A. [REDACTED].

12 Q. [REDACTED]

13 A. [REDACTED].

14 Q. [REDACTED]

15 [REDACTED]

16 A. [REDACTED]

17 Q. [REDACTED] at

18 [REDACTED]

19 A. [REDACTED]

20 Q. [REDACTED]

21 [REDACTED]

22 [REDACTED]

23 A. [REDACTED]

24 Q. [REDACTED] ?

25 A. [REDACTED]



1 Q. [REDACTED]

2 [REDACTED]

3 A. [REDACTED]

4 Q. [REDACTED]

5 [REDACTED]

6 A. [REDACTED]

7 Q. [REDACTED]

8 [REDACTED] r your

9 [REDACTED]

10 MR. LITTLE: I'm going to objection  
11 on the basis it has nothing to do with Cheshire  
12 Ventures. But if you want to ask him about --  
13 in his personal capacity, you can certainly do  
14 so in the remaining 50 minutes you have.

15 If you don't want it to count again  
16 your 30(b)(6) time, I'll direct him not to  
17 answer.

18 BY MR. STOKES:

19 Q. Mr. Nelson --

20 MR. LITTLE: Or if you want to  
21 establish that it has something to do with  
22 Cheshire Ventures, that's fine.

23 BY MR. STOKES:

24 Q. [REDACTED]

25 [REDACTED]

1

[REDACTED]

2

A. [REDACTED]

3

Q. [REDACTED]

4

[REDACTED]

5

[REDACTED]

6

[REDACTED]

7

A. [REDACTED] [REDACTED] had

8

[REDACTED] [REDACTED]. [REDACTED]

9

[REDACTED]

10

[REDACTED] [REDACTED]

11

[REDACTED]

12

Q. [REDACTED]

13

[REDACTED]

14

MR. LITTLE: Same objection. Are

15

you asking him about a question you could have

16

asked him yesterday or are you asking him about

17

a Cheshire Ventures matter? You can ask him

18

that question. Otherwise, we'll ask that it

19

counts towards your normal deposition. If

20

you're not willing to do that, then I'm going to

21

direct him not to answer.

22

BY MR. STOKES:

23

Q. Are you going to follow your attorney's

24

instruction not to answer the question?

25

A. Yes.

1 (Exhibit Number 16 was marked.)

2 BY MR. STOKES:

3 Q. Let's turn to Tab Exhibit 16, Tab 13.

4 A. Okay. I see it.

5 Q. [REDACTED] om

6 [REDACTED]

7 [REDACTED]

8 A. [REDACTED]

9 Q. [REDACTED]

10 [REDACTED]

11 A. [REDACTED]

12 Q. [REDACTED]

13 [REDACTED]

14 [REDACTED]

15 A. [REDACTED]

16 Q. [REDACTED]

17 [REDACTED]

18 A. [REDACTED]

19 Q. [REDACTED]

20 [REDACTED]

21 A. [REDACTED]

22 Q. [REDACTED]

23 [REDACTED]

24 A. [REDACTED]

25 Q. [REDACTED]

1 A. [REDACTED]

2 Q. [REDACTED] ?

3 A. [REDACTED]

4 Q. [REDACTED]

5 [REDACTED]

6 [REDACTED]

7 A. [REDACTED]

8 Q. [REDACTED]

9 [REDACTED] to

10 [REDACTED]

11 MR. LITTLE: [REDACTED] [REDACTED]

12 [REDACTED]

13 [REDACTED] n,

14 [REDACTED]

15 [REDACTED]

16 [REDACTED]

17 [REDACTED]

18 BY MR. STOKES:

19 Q. [REDACTED]

20 [REDACTED]

21 [REDACTED]

22 [REDACTED]

23 A. [REDACTED]

24 [REDACTED]

25 [REDACTED]

1 BY MR. STOKES:

2 Q. Let's take a look at Exhibit 17, Tab 14.

3 MS. PARIKH: It's up.

4 THE WITNESS: Okay.

5 BY MR. STOKES:

6 Q. [REDACTED]

7 [REDACTED]

8 [REDACTED]

9 A. [REDACTED]

10 Q. [REDACTED]

11 [REDACTED]

12 A. [REDACTED]

13 Q. [REDACTED]

14 [REDACTED]

15 A. [REDACTED]

16 [REDACTED]

17 Q. [REDACTED]

18 [REDACTED]

19 [REDACTED]

20 A. [REDACTED]

21 [REDACTED].

22 Q. [REDACTED]

23 A. [REDACTED]

24 [REDACTED]

25 [REDACTED]

1 Q. [REDACTED]

2 [REDACTED]

3 A. [REDACTED]

4 THE REPORTER: You have to wait  
5 until he finishes his question.

6 Q. [REDACTED]

7 A. [REDACTED]

8 [REDACTED]

9 [REDACTED]

10 Q. [REDACTED]

11 [REDACTED]

12 MR. LITTLE: Same objection. You  
13 asked about these questions yesterday. You  
14 could have continued with this question. The  
15 fact that he had e-mailed it to himself using a  
16 Cheshire Ventures's e-mail does not make it  
17 proper for the scope of a 30(b)(6) deposition  
18 the subject to an additional seven hours of  
19 deposition time.

20 He's happy to answer this question  
21 in your personal deposition time but I'm going  
22 to direct him not to do so as a part of the  
23 30(b)(6).

24 BY MR. STOKES:

25 Q. Are you going to follow your attorney's

1 instructions?

2 A. Yes.

3 MR. STOKES: Let's turn to -- I'm  
4 going to go through a series of documents that  
5 are going to be very similar to this. We can go  
6 through them one by one, but I anticipate the  
7 objections are going to be the same. So let's  
8 turn to -- so if you want to certainly make a  
9 blanket objection --

10 MR. LITTLE: No. You can ask all  
11 your questions one at a time.

12 MR. STOKES: Exhibit 18, Tab 80.

13 MS. PARIKH: It's up.

14 (Exhibit Number 18 was marked.)

15 BY MR. STOKES:

16 Q. Tab 480?

17 A. I see it.

18 Q. And do you that that is see an e-mail  
19 between -- from Cheshire Ventures to Cheshire in  
20 August of 2019?

21 A. I see that.

22 Q. And do you see -- what does that e-mail  
23 relate to?

24 A. I don't know.

25 Q. Do you recognize KR Proceeds as Kyle

1 Ramstetter proceeds from the White Peaks  
2 transaction?

3 A. That -- it's possible that's that what  
4 that means, yes.

5 Q. Do you see the acres of 89.8 and final  
6 price of 116,388 --

7 A. I see that.

8 Q. [REDACTED]

9 [REDACTED]

10 A. I believe that is consistent.

11 Q. And WP price; is that the White Peaks'  
12 price?

13 A. I believe so.

14 Q. And total between the net between those  
15 is \$17,719,000?

16 A. Yeah, if that's the math, that's the  
17 math.

18 Q. Yeah. Well, isn't that what the document  
19 says?

20 A. That's what the document says.

21 Q. Yeah. And then, Mr. Nelson, what was the  
22 purpose of you e-mailing this to yourself  
23 through Cheshire Ventures?

24 A. I have no idea.

25 Q. What does this -- what is the purpose of



1 this and substance of this e-mail?

2 A. Other than a bunch of numbers on a page  
3 with a Delta 2.219 million and Delta percentage,  
4 I don't know what it means.

5 Q. Do you recall interacting with  
6 Kyle Ramstetter about setting up a structure in  
7 which you would participate in the profits from

8

9 A. Not with Cheshire Ventures. No.

10 Q. Did you do so in some other capacity?

11 A. In my personal capacity, yes.

12 Q. And why are you e-mailing yourself about  
13 this in your Cheshire Ventures's capacity?

14 A. I can't tell you why I'm e-mailing it to  
15 myself. I don't know.

16 Q. What was the purpose of your -- what were  
17 you doing in your personal capacity that you  
18 claim to be doing that wasn't in your Cheshire  
19 Ventures capacity in connection with the White  
20 Peaks' transaction?

21 MR. LITTLE: Objection for the same  
22 reasons we talked about before. You had every  
23 opportunity and you did ask him about the White  
24 Peaks in his personal capacity. You're  
25 appearing to do so just to evade the seven-hour

1 limit. The mere fact that there is an e-mail,  
2 which he's testified he was using for personal  
3 purposes, that relates to a similar matter, is  
4 not a basis for you all to ask more questions  
5 about it in a 30(b)(6), and I direct him not to  
6 answer on that basis.

7 BY MR. STOKES:

8 Q. Are you refusing to answer?

9 MR. LITTLE: He's not refusing. I  
10 told him what his attorney's advice is.

11 THE WITNESS: On the advice of my  
12 attorney, yes.

13 MR. STOKES: If we could look at  
14 Exhibit 19, Tab 81.

15 MR. LITTLE: I want to note for the  
16 record that each of these matters were brought  
17 up yesterday, and you had an opportunity to ask  
18 all of these questions. In fact, you still do.  
19 You have another hour left. Are you refusing to  
20 ask those questions now? Mr. Stokes, are you  
21 refusing to ask those questions to him based  
22 on --

23 MR. STOKES: I'm not here to be  
24 cross-examined by you, Mr. Little --

25 MR. LITTLE: I'm trying to make the

1 record clear.

2 MR. STOKES: -- we're in the middle  
3 of a 30(b)(6) deposition. You client has  
4 numerous communications involving Cheshire  
5 Ventures and you're refusing to let your --

6 MR. LITTLE: You said involving  
7 Cheshire Ventures. You've heard the testimony  
8 quite clear. The only involvement is that he  
9 used an e-mail account that he had for personal  
10 purposes through Cheshire Ventures.

11 MR. STOKES: And you're refusing to  
12 allow your client to answer questions about  
13 these communications and what the capacity was  
14 so those issues can be sorted out --

15 MR. LITTLE: I'm refusing to let  
16 you --

17 MR. STOKES: -- at a later time as  
18 to whether those --

19 MR. LITTLE: -- gain the federal  
20 rules to get more than seven hours to ask my  
21 client about personal questions.

22 MR. STOKES: And, Mr. Little, it is  
23 clear to us that you are gaming the rules  
24 through the use of a shell structure in order to  
25 shield your client from answering questions --

1 MR. LITTLE: That has nothing to do  
2 with shell structures.

3 MR. STOKES: -- in his deposition.

4 MR. LITTLE: I understand that's  
5 your accusation, which you have not been able to  
6 prove and won't be able to prove.

7 (Exhibit Number 19 was marked.)

8 MR. STOKES: Let's turn to  
9 Exhibit 19. Which is -- sorry, Tab 81. Do you  
10 have that in front of you?

11 THE WITNESS: I do.

12 BY MR. STOKES:

13 Q. Okay. Do you see here that at the bottom  
14 of the e-mail chain that there's an e-mail from  
15 Cheshire Ventures to Carleton Nelson at Cheshire  
16 Ventures to Kyle Ramstetter at White Peaks  
17 Capital?

18 A. I do.

19 Q. And you see the subject is "partnership  
20 deal structure"?

21 A. I do.

22 Q. And you see the e-mail at the bottom says  
23 CN?

24 A. Yes, I do.

25 Q. Who is CN?

1 A. That would be me.

2 Q. And what is the purchase of this e-mail  
3 to Kyle Ramstetter?

4 A. As far as Cheshire Ventures was  
5 concerned, nothing.

6 Q. Why were you using Cheshire Ventures in  
7 connection with this communication?

8 A. I use Cheshire Ventures for personal  
9 e-mails.

10 Q. And is Cheshire Ventures anything other  
11 than a shell entity for you to engage in  
12 business with --

13 MR. LITTLE: Objection to the for.

14 Q. -- in your personal capacity?

15 MR. LITTLE: Objection to the form.

16 THE WITNESS: No.

17 BY MR. STOKES:

18 Q. Is this yet another example of you  
19 engaging in business through Cheshire Ventures  
20 here with White Peaks and Kyle Ramstetter?

21 A. Cheshire Ventures did not engage in  
22 business with Kyle Ramstetter.

23 Q. Why did you use, then, Cheshire Ventures  
24 as the vehicle for communicating with Mr. Kyle  
25 Ramstetter?

1 MR. LITTLE: Objection to the form,  
2 lack of foundation; misconstrues the document.

3 THE WITNESS: Maybe Google was down.  
4 I don't know.

5 BY MR. STOKES:

6 Q. And, Mr. Nelson, what is the structure  
7 that -- the partnership deal structure that  
8 you're discussing with Mr. Kyle Ramstetter here?

9 A. I don't know.

10 Q. Do you not know that in any capacity or  
11 just in your Cheshire Ventures's capacity?

12 A. In my Cheshire Ventures's capacity.

13 Q. Okay. And are you refusing to answer in  
14 your personal capacity, then, what this means --

15 MR. LITTLE: I'm directly him --

16 Q. -- as part of this 30(b)(6)?

17 MR. LITTLE: -- you had an  
18 opportunity to ask him that question as part of  
19 your regular deposition of Mr. Nelson; he's free  
20 and happy to so. He wouldn't have refused. He  
21 refuses to not have it count against his time.  
22 So if you don't want it to count against your  
23 time, which I understand you don't, then we're  
24 not going to do it as part of the 30(b)(6). Are  
25 you not agreeing to that arrangement?

1 MR. STOKES: No, we are not.

2 BY MR. STOKES:

3 Q. Are you refusing to answer this question?

4 A. I'm listening to the advice of my  
5 counsel.

6 (Exhibit Number 20 was marked.)

7 MR. STOKES: Let's go to Exhibit 20,  
8 which is Tab -- sorry, we've already done that.  
9 Exhibit 20, Tab 87.

10 MS. PARIKH: It's up.

11 THE WITNESS: Okay.

12 BY MR. STOKES:

13 Q. Okay. Do you see this e-mail exchange  
14 related to an operating agreement for an LLC to  
15 own Loudoun County Virginia property involving a  
16 whole host of people in August 2019, including  
17 Carleton Nelson, on behalf of  
18 Cheshireventures@outlook.com --

19 MR. LITTLE: Objection; misconstrues  
20 the document.

21 THE WITNESS: I see a subject that  
22 says regarding operating agreement for LLC to  
23 own the Loudoun County Virginia property.

24 BY MR. STOKES:

25 Q. And do you see your e-mail address

1 CarletonNelsonCheshireVentures@outlook.com?

2 A. I do.

3 Q. Does this relate to the Blueridge  
4 transaction?

5 A. Does this relate to the Blueridge  
6 transaction? Does this e-mail relate to the  
7 Blueridge transaction?

8 Q. Yes.

9 A. In my capacity as Cheshire Ventures, I  
10 wouldn't have known anything about whether that  
11 relates to the Blueridge transaction.

12 Q. And so are you saying that you have no  
13 understanding in any capacity as to what this  
14 relates to, or are you saying you have no  
15 understanding in your Cheshire Ventures's world  
16 what this e-mail relates to?

17 A. As it relates to Cheshire Ventures, I  
18 have no understanding what this would relate to.

19 Q. You previous stated that Cheshire  
20 Ventures -- did Cheshire Ventures have any  
21 business connection to Blueridge?

22 A. No.

23 Q. Did it have any connection whatsoever to  
24 the Blueridge transaction?

25 A. No.



1 Q. And why would you -- were you using your  
2 Cheshire Ventures's e-mail address, then, in  
3 connection with the Blueridge transaction?

4 A. Because this e-mail I had available to  
5 me.

6 Q. What was -- where Mr. Atherton states in  
7 the top e-mail that's on the our side, what is  
8 the side that Mr. Atherton is referring to?

9 A. I don't know.

10 Q. Do you not know in your capacity your  
11 Cheshire Ventures capacity or you don't know in  
12 any capacity?

13 MR. LITTLE: Objection; calls for  
14 speculation.

15 THE WITNESS: I actually don't know  
16 on -- I don't know what Mr. Atherton meant there  
17 as far as our on any capacity.

18 BY MR. STOKES:

19 Q. What did you understand -- who did you  
20 understand Mr. Atherton to be representing in  
21 connection with this transaction?

22 A. As far as Cheshire Ventures's concerned,  
23 I wouldn't have any idea who he's representing.

24 Q. Is that a true statement? In other  
25 words, as the representative for Cheshire

1 Ventures, you would have been well aware of who  
2 Mr. Atherton was representing; isn't that right?

3 A. In the case of this, no, it's not right.

4 Q. Did you know in your personal capacity  
5 who Mr. Atherton was representing?

6 A. Yes.

7 Q. And so how is it that in your personal  
8 capacity working for Cheshire Adventure that you  
9 wouldn't have known the same information?

10 A. Cheshire Ventures did -- had no part of  
11 this deal.

12 Q. I understand that's your position that  
13 Cheshire Ventures had no part of this deal --

14 A. It's not my position; it's the truth  
15 and --

16 MR. LITTLE: That's his testimony.

17 BY MR. STOKES:

18 Q. I understand that's your position, but,  
19 but regardless in your capacity at Cheshire  
20 Ventures or in any other capacity, you still had  
21 knowledge, as you sit here today, did you have  
22 knowledge of what role Mr. Atherton was playing  
23 in that transaction?

24 A. Of what role Mr. Atherton was playing?

25 Q. Yes.

1 A. In this transaction?

2 Q. Yes.

3 A. No.

4 Q. I'm asking, not what the role was. I'm  
5 asking, did you know what role --

6 A. You just asked what role he was playing?

7 Q. Yes.

8 A. Now you're saying not what role he was  
9 playing?

10 Q. No.

11 A. Why don't you rephrase the question.

12 Q. No, that's not what I said. So,  
13 Mr. Nelson, did you know in any capacity what  
14 role Mr. Atherton was playing in connection with  
15 the Blueridge transaction?

16 A. In my personal capacity, yes.

17 Q. Okay. And -- and Mr. Atherton, when he  
18 says on our side, was he referring to himself  
19 and you or any other entity associated with you?

20 MR. LITTLE: Objection; calls for  
21 speculation. Same objection as to the extent  
22 that now you're asking him about matters in his  
23 personal knowledge about this e-mail, which  
24 you're actually trying to get him to say here is  
25 whether or not he in his personal capacity

1 disconnected from Cheshire Ventures will give  
2 you an answer as to that question, and for about  
3 the 10th time, we are going to object.

4 I'm going to direct him not to  
5 answer to the extent it goes to his personal  
6 question unless you're willing to let him do so  
7 as part of his remaining 50 minutes of your  
8 deposition.

9 If you aren't willing to do so, he's  
10 certainly available and willing and here to  
11 answer that question, but if you're not going to  
12 allow it to be -- count as part of his  
13 deposition time, we don't think it's appropriate  
14 for a 30(b)(6).

15 MR. STOKES: Are you instructing him  
16 not to answer the question, then?

17 MR. LITTLE: I made my objection.

18 BY MR. STOKES:

19 Q. Mr. Nelson, are you refusing --

20 A. I am following the advice of my counsel.

21 MR. STOKES: Let's turn to  
22 Exhibit 21, Tab 89.

23 (Exhibit Number 21 was marked.)

24 MR. LITTLE: I will note on all of  
25 these exhibits, the only thing that you have got

1 any testimony or evidence of that there are any  
2 connection to Cheshire Ventures are the fact the  
3 e-mail address that Mr. Nelson was provided  
4 with, was provided by Cheshire Ventures.

5 MR. STOKES: The record will speak  
6 for itself.

7 MS. PARIKH: Exhibit is up.

8 THE WITNESS: Yes, I've read it.

9 BY MR. STOKES:

10 Q. Okay. Does this e-mail chain -- do you  
11 see at the top of the e-mail chain an e-mail  
12 from CheshireVentures@outlook.com?

13 A. Yes.

14 Q. This is in November of 2019?

15 A. Yes.

16 Q. And does this relate to the Blueridge  
17 transaction?

18 A. It says HM Gadelsky purchase and sale  
19 agreement.

20 Q. Yes. Do you know if that relates to the  
21 Blueridge transaction?

22 A. In my capacity as a Cheshire Ventures I  
23 wouldn't have known that.

24 Q. So at the time in November of 2019 would  
25 you have known that in any capacity?

1 A. In a personal capacity, yes.

2 Q. How would you, therefore, not have known  
3 that in your Cheshire Ventures's capacity in  
4 2019, even Cheshire Ventures was not involved in  
5 the transaction as you purport, that this  
6 transaction related to Blueridge?

7 A. Cheshire Ventures was not involved in  
8 this transaction.

9 Q. I understand that's your position. But  
10 my question is, in your role as the human being  
11 who is Cheshire Ventures, you had information in  
12 your head in your personal capacity, how would  
13 Cheshire Ventures also not have that information  
14 available to it?

15 MR. LITTLE: Objection; calls for  
16 legal conclusion.

17 THE WITNESS: As managing principal  
18 of Cheshire Ventures I was not engaged in this  
19 particular transaction and/or responsible for  
20 putting Cheshire Ventures into this transaction.

21 BY MR. STOKES:

22 Q. I understand that's your position. But  
23 did you in your position at managing principal  
24 of Cheshire Ventures know that this e-mail  
25 related to the Blueridge transaction?

1 MR. LITTLE: Objection, asked and  
2 answered.

3 THE WITNESS: In my position as  
4 managing principal of Cheshire Ventures I would  
5 not have to know that this was necessarily part  
6 of Blueridge transaction or not. Cheshire  
7 Ventures was not involved.

8 BY MR. STOKES:

9 Q. What role were you performing in  
10 connection with the Blueridge transaction in any  
11 capacity at that time?

12 A. Cheshire Ventures was not involved in any  
13 capacity at that time.

14 Q. What role were you performing in any  
15 capacity with the Blueridge transaction at that  
16 time, despite having communications through  
17 Cheshire Ventures with the various participants  
18 of the transaction?

19 MR. LITTLE: Objection; misconstrues  
20 the testimony and evidence.

21 THE WITNESS: In my role as managing  
22 principal of Cheshire Ventures, I was not  
23 involved at all in this transaction.

24 BY MR. STOKES:

25 Q. Did you have a role in a personal

1 capacity in the Blueridge transaction?

2 A. Yes.

3 Q. And are you refusing to answer this  
4 question about what you did in -- questions  
5 about your role with Blueridge here today in  
6 your 30(b)(6) capacity?

7 MR. LITTLE: Objection; that's not a  
8 question. If you want to ask him a question, he  
9 can answer it. Put a question on the table and  
10 we can either object or he can answer it or not.

11 MR. STOKES: That was a question.

12 MR. LITTLE: Well, then I object to  
13 it. It's argumentative. If it's a question  
14 about -- you're asking him wether he's refusing  
15 to. Ask the question you want to ask him. I  
16 either will or I won't.

17 BY MR. STOKES:

18 Q. Again, in any capacity of what your role  
19 in connection with the Blueridge transaction in  
20 2019?

21 MR. LITTLE: Same objection.

22 THE WITNESS: I had a personal role  
23 in that transaction.

24 BY MR. STOKES:

25 Q. What was your personal role in that



1 transaction?

2 MR. LITTLE: Same objection. You're  
3 asking about his personal role in the  
4 transaction that you could have asked about  
5 during his deposition, his personal deposition.  
6 You still have time to do so. If you'd like to  
7 do so, we'd just ask that you count it towards  
8 his deposition time.

9 If refuse to count it towards his  
10 total deposition, I'm directing him not to  
11 answer as part of his 30(b)(6) deposition, which  
12 is not appropriate.

13 BY MR. STOKES:

14 Q. Are you refusing to answer the question?

15 A. I'm following the advice of my counsel,  
16 yes.

17 (Exhibit Number 22 was marked.)

18 MR. STOKES: Let's look at  
19 Exhibit 22, which is Tab 90.

20 MS. PARIKH: It's up.

21 THE WITNESS: Okay.

22 BY MR. STOKES:

23 Q. Okay. Do you see here a communication  
24 from John Cadwallader to a group of people about  
25 the Blueridge payment to Finbrit?

1 A. I see an e-mail from John Cadwallader and  
2 a another number of individuals and the subject:  
3 Blueridge Payment to Finbrit.

4 Q. And can you see that one of the CCs on  
5 this document is CheshireVentures@outlook.com?

6 A. Yes, I see that.

7 Q. Is that you?

8 A. That's Cheshire Ventures, yes.

9 Q. Okay. And what was Cheshire Ventures's  
10 role in the receipt to Finbrit of \$10 million or  
11 of a portion of the \$10 million?

12 A. Cheshire Ventures had no role in this  
13 transaction.

14 Q. Why is Cheshire Ventures then on this  
15 e-mail?

16 A. Because that was the e-mail that I was  
17 using on a personal capacity at the time.

18 Q. Did you have participation in the  
19 distribution of 50 percent of the net proceeds  
20 of this transaction to Finbrit in some capacity  
21 other than a representative of Cheshire  
22 Ventures?

23 A. In a personal capacity, yes.

24 Q. What was that role?

25 MR. LITTLE: Same objection. If you

1 want to ask him about his personal capacity, you  
2 can do so. We ask only, however, that it count  
3 towards his seven hours limit. And if you  
4 refuse, then I'm going to direct him not to  
5 answer as part of his 30(b)(6).

6 Do you agree to court it towards  
7 your time?

8 MR. STOKES: As we've said  
9 repeatedly, no. This is a 30(b)(6) deposition.  
10 This is appropriate. These are appropriate  
11 questions and testimony for purposes of a  
12 30(b)(6).

13 BY MR. STOKES:

14 Q. Are you refusing to answer?

15 A. No. I'm following the advice of my  
16 counsel.

17 (Exhibit Number 23 was marked.)

18 MR. STOKES: Let's look at  
19 Exhibit 23 Tab none.

20 MS. PARIKH: It's up.

21 THE WITNESS: Okay.

22 BY MR. STOKES:

23 Q. Okay. Do you see here an e-mail chain  
24 from December 2019 related to Finbrit wire  
25 instructions?

1 A. I see an e-mail from December 23rd, 2019,  
2 the subject line RE: Finbrit wire instructions.

3 Q. Okay. And do you see that this  
4 communication involves Cheshire Ventures?

5 A. I see CheshireVentures@outlook.com is on  
6 the CC line. Yes.

7 Q. Okay. At this point in time, did  
8 Cheshire Ventures have a role and connection  
9 with the Finbrit, the wiring of money to  
10 Finbrit?

11 A. No. Cheshire Ventures did not.

12 Q. And did you have some other role? Did  
13 you in any other capacity have a role and  
14 connection with Finbrit having received monies?

15 A. Yes, I had a personal role.

16 Q. And are you refusing to answer questions  
17 about --

18 MR. STOKES: I'll ask the question,  
19 Alex, and I'll save you the objection.

20 BY MR. STOKES:

21 Q. What role did you have, in any capacity,  
22 in connection with the wiring of monies to  
23 Finbrit?

24 MR. LITTLE: Same objection as  
25 before. He can certainly answer that question

1 in his personal capacity. But if he does, we'd  
2 ask that that count towards his time for the  
3 seven-hour deposition. I think you have about  
4 50 minutes left.

5 If you won't agree to do that, then  
6 I'll direct him not to answer that as part of  
7 the 30(b)(6) deposition as an attempt to work  
8 around the time limits.

9 BY MR. STOKES:

10 Q. Will you answer the question?

11 A. I'm following the advice of my counsel.

12 MR. STOKES: Okay. Why don't we  
13 take a break.

14 THE VIDEOGRAPHER: Going off the  
15 record. The time is 2:01 p.m.

16 (Discussion off the record.)

17 THE VIDEOGRAPHER: We are returning  
18 to record. The time is 2:13 p.m.

19 BY MR. STOKES:

20 Q. Thank you. Mr. Nelson, did Rod Atherton  
21 perform any legal work for Cheshire Ventures?

22 A. Mr. Atherton reviewed contracts,  
23 consulting contracts for Cheshire I believe that  
24 was the -- and, of course, set up Cheshire and  
25 it's bank accounts.

1 Q. Did you have an engagement letter with  
2 Cheshire Ventures?

3 A. No, I did not.

4 Q. I'm sorry, with Cheshire Ventures have an  
5 engagement letter with Rod Atherton?

6 A. No, I did not.

7 Q. Did you receive any written opinions or  
8 legal work product from Mr. Atherton?

9 A. He would review consulting contracts and  
10 either do markups or make recommendations. Yes.

11 Q. And do you have copies of those records?

12 A. I don't know if I do or not. I'm not  
13 sure where they might be. I haven't looked for  
14 those in a long time.

15 Q. As part of the 30(b)(6), did you not look  
16 for all your records related to Cheshire?

17 A. I did not.

18 Q. And, Mr. Nelson, did Rodney Atherton  
19 provide any legal advice to Cheshire Ventures  
20 with regard to Allcore?

21 A. Not that I recall, no.

22 Q. Did he provide any legal advice to  
23 Cheshire with regard to CTBSRM?

24 A. Not that I recall.

25 Q. How about with your Amazon employment?

1 A. No, not that I recall. And I take that  
2 back. When you say legal advice, he certainly  
3 drafted contracts between Cheshire and --

4 Q. So, for example, the facilitator  
5 agreement?

6 A. For example.

7 Q. Were there other agreements that you can  
8 recall that he drafted between those entities?

9 A. Not that I can recall, no.

10 Q. Did he provide any tax advice to Cheshire  
11 Ventures?

12 A. Probably, but I don't remember  
13 specifically what.

14 Q. Did he prepare tax returns for Cheshire  
15 Ventures?

16 A. No, he did not.

17 Q. Who would prepare tax returns?

18 A. Edwin Delcarpio.

19 Q. I know I previously asked about this, but  
20 do you know whether there was any communi- --  
21 whether there were any communications between  
22 Edwin Delcarpio and Mr. Atherton with regard to  
23 Cheshire Ventures?

24 A. I don't know; I don't think so.

25 Q. Do you know where Mr. Delcarpio would

1 have obtained materials for purposes of  
2 preparing Cheshire Ventures's tax returns?

3 A. From myself.

4 Q. And where have you obtained those records  
5 for preparing Cheshire Ventures's taxes?

6 A. Bank records, any pertinent dos that he  
7 requested that I would give to him.

8 Q. Would you obtain Mr. Atherton or Mr. Von  
9 Lacy in order to gather materials for  
10 preparation for Cheshire Ventures's tax returns?

11 A. I don't think so, no.

12 Q. Did, Mr. Nelson, Von Lacy perform any  
13 services on behalf of the Cheshire Ventures?

14 A. Did Mr. Lacy?

15 Q. Yeah.

16 A. No, he did not.

17 Q. Mr. Lacy, is his name -- is his -- what  
18 is his last name, or how what does he go by or  
19 use? What name did he use for his last name?

20 A. I believe Lacy.

21 Q. Is Von a middle name?

22 A. No. His full name is Demetrius Von Lacy,  
23 and he goes by Von, I think is what it is. Yes.

24 Q. So Lacy, is the last name and Von is his  
25 given name?



1 A. I believe so, yes.

2 Q. Do you know if he goes by any other name?

3 A. I don't.

4 Q. Okay.

5 MR. STOKES: Those are all the  
6 questions that we have right now.

7 So I don't know if anybody else --  
8 any of the other parties have questions, but we  
9 do intend to leave the deposition open,  
10 documents we have not received that we've  
11 discussed we have deficiencies that we are in  
12 the process of preparing deficiency letters that  
13 preparing 30(b)(6) and reserved all rights with  
14 regard to the scope of the 30(b)(6) and today.

15 MS. BODNER: The Watson Defendants  
16 do not have questions at this time.

17 MR. SMART: Mr. Kirschner does not  
18 have any questions.

19 THE VIDEOGRAPHER: Okay. Anyone  
20 else?

21 THE WITNESS: I don't have any  
22 questions for myself. No.

23 THE VIDEOGRAPHER: That concludes  
24 today's testimony. We're off the record at  
25 2:19 p.m.

Page 209

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FURTHER THIS DEPONENT SAITH NOT.  
(Proceedings concluded at 2:20.)

C E R T I F I C A T E

I do hereby certify that I am a Notary Public in good standing, that the aforesaid testimony was taken before me, pursuant to notice, at the time and place indicated; that said deponent was by me duly sworn to tell the truth, the whole truth, and nothing but the truth; that the testimony of said deponent was correctly recorded in machine shorthand by me and thereafter transcribed under my supervision with computer-aided transcription; that the deposition is a true and correct record of the testimony given by the witness; and that I am neither of counsel nor kin to any party in said action, nor interested in the outcome thereof.

WITNESS my hand and official seal this 6th day of May 2022.



-----  
Notary Public

Page 211

1 Alex Little, Esquire

2 Alittle@burr.com

3  
4 RE: Amazon.Com, Inc.< et al. v. WDC Holdings LLC Et Al.  
5 4/29/2022, Carleton Nelson (#5208676)

6 The above-referenced transcript is available for  
7 review.

8 Within the applicable timeframe, the witness should  
9 read the testimony to verify its accuracy. If there are  
10 any changes, the witness should note those with the  
11 reason, on the attached Errata Sheet.

12 The witness should sign the Acknowledgment of  
13 Deponent and Errata and return to the deposing attorney.  
14 Copies should be sent to all counsel, and to Veritext at  
15 cs-midatlantic@veritext.com

16  
17 Return completed errata within 30 days from  
18 receipt of testimony.

19 If the witness fails to do so within the time  
20 allotted, the transcript may be used as if signed.

21  
22 Yours,

23 Veritext Legal Solutions  
24  
25

Page 212

Amazon.Com, Inc., et al v. WDC Holdings LLC Et Al.

Carleton Nelson (#5208676)

E R R A T A S H E E T

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REASON\_\_\_\_\_

Carleton Nelson Date

1 Amazon.Com, Inc., et al v. WDC Holdings LLC Et Al.

2 Carleton Nelson (#5208676)

3 ACKNOWLEDGEMENT OF DEPONENT

4 I, Carleton Nelson, do hereby declare that I  
5 have read the foregoing transcript, I have made any  
6 corrections, additions, or changes I deemed necessary as  
7 noted above to be appended hereto, and that the same is  
8 a true, correct and complete transcript of the testimony  
9 given by me.

10  
11 \_\_\_\_\_  
12 Carleton Nelson

\_\_\_\_\_ Date

13 \*If notary is required

14 SUBSCRIBED AND SWORN TO BEFORE ME THIS

15 \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

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19 NOTARY PUBLIC  
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[&amp; - 31]

Page 1

<b>&amp;</b>	<b>14</b> 5:2 172:4,7 180:2	<b>2010</b> 51:12 121:4,6 121:24 150:4 168:1	<b>2700</b> 3:4
<b>&amp;</b> 2:4,19 6:4 7:13 8:1,11	<b>147</b> 4:22	<b>2018</b> 105:12	<b>28</b> 136:13
<b>0</b>	<b>15</b> 5:4 174:13,16	<b>2019</b> 5:4,6,10,17 15:12 16:1,5 26:1 29:15 31:3,5,21,24 32:20,22 33:2 45:24 46:4,9,19,24 47:1,4,6,8,13 50:14,17 51:5 79:21 96:9 98:9 103:4,6,6,20,21 106:8 114:9 119:4 162:2,6 173:17 174:19 178:7,17 182:20 184:8 190:16 196:14,24 197:4 199:20 202:24 203:1	<b>29</b> 1:17 7:2 175:9 177:9
<b>007</b> 157:12,18	<b>157</b> 4:23		<b>29th</b> 6:2
<b>1</b>	<b>16</b> 5:5 178:1,3	<b>202</b> 2:5 5:17	<b>2:01</b> 204:15
<b>1</b> 4:6 12:18,22 13:11 39:4,9	<b>160</b> 5:1	<b>2020</b> 5:8 26:3 29:19 31:4 32:6 32:22 33:2 38:20 39:4,5,9,12 51:14 79:21 89:2 136:13 136:15 180:8,19 181:2	<b>2:13</b> 204:18
<b>10</b> 4:20 133:18,21 201:10,11	<b>17</b> 5:7 179:25 180:2	<b>2021</b> 26:5	<b>2:19</b> 208:25
<b>1050</b> 2:4	<b>17,719,000</b> 183:15	<b>2022</b> 1:17 6:3 7:2 210:12	<b>2:20</b> 209:3
<b>1099</b> 17:4,15 20:16 24:12,13 101:13 101:14	<b>170</b> 183:9	<b>21</b> 5:14 162:6 195:22,23	<b>2it's</b> 33:23
<b>1099s</b> 16:24,25	<b>172</b> 5:2	<b>22</b> 5:15 200:17,19	<b>2nd</b> 38:25 45:22 96:3 97:14
<b>10:02</b> 50:8	<b>174</b> 5:4	<b>2200</b> 2:11	<b>3</b>
<b>10:05</b> 50:11	<b>178</b> 5:5	<b>222</b> 2:20 7:13	<b>3</b> 4:9 56:17,19 71:5 75:10 162:19 162:21
<b>10:25</b> 70:25	<b>179</b> 5:7	<b>223-1297</b> 2:12	<b>30</b> 4:6 12:4,15,21 13:2 43:7 47:18 47:24 48:20 49:2 50:1,6 60:16 62:7 66:1,18 67:12 68:18 69:3,6,8,25 72:24 75:18,23 76:18 77:23 78:14 78:17 112:10,15 119:24 120:16 124:24 125:13,13 125:25 127:4 132:6,10 153:21 154:2 166:17 167:5 170:2 176:16 179:14 181:17,23 185:5 186:3 189:16,24 195:14 199:6 200:11 202:5,9,12 204:7 205:15 208:13,14 211:17
<b>10th</b> 195:3	<b>18</b> 5:9 182:12,14	<b>23</b> 5:17 202:17,19	<b>303</b> 2:12
<b>11</b> 4:22 13:14 147:18,20	<b>182</b> 5:9	<b>23rd</b> 203:1	<b>31</b> 56:20 162:18
<b>110</b> 172:7	<b>187</b> 5:11	<b>25</b> 157:11,16,17,20 157:21	
<b>111</b> 160:24	<b>19</b> 5:4,11 81:9 174:19 175:9 177:10 185:14 187:7,9		
<b>1146</b> 118:22	<b>190</b> 5:12		
<b>116</b> 4:14	<b>195</b> 5:14		
<b>116,388</b> 183:6	<b>1:13</b> 160:14		
<b>11:31</b> 118:19	<b>1:20</b> 1:7		
<b>12</b> 4:6,23 157:9,11 174:16	<b>1st</b> 39:5 136:14		
<b>120</b> 7:11	<b>2</b>		
<b>122</b> 4:15	<b>2</b> 4:7 30:7 36:10 36:11,20 41:9,20 51:15		
<b>123</b> 4:17	<b>2.0</b> 37:10		
<b>128</b> 4:19	<b>2.1</b> 39:22		
<b>12:40</b> 160:7,11	<b>2.1.</b> 39:23		
<b>13</b> 5:1 160:19,24 172:6 178:3	<b>2.219</b> 184:3		
<b>133</b> 4:20	<b>20</b> 5:12 190:6,7,9 213:15		
<b>13815</b> 210:14	<b>200</b> 5:15		
	<b>2000</b> 2:20		
	<b>20036</b> 2:5		

[312,000 - act]

Page 2

<b>312,000</b> 168:19 170:7,9 <b>31st</b> 162:2 <b>32</b> 88:21 <b>36</b> 4:7 <b>37201</b> 2:21 <b>37219</b> 3:4 <b>39</b> 123:14 <b>3rd</b> 178:7	<b>6</b> <b>6</b> 4:6,14 12:4,15,21 13:2 43:7 47:18 47:24 48:20 49:2 50:1,6 60:16 62:7 66:1,18 67:12 68:18 69:3,6,8,25 72:24 75:18,23 76:18 77:23 78:14 78:17 112:10,15 116:1,3 118:24 119:24 120:16 124:24 125:13,13 125:25 127:4 132:6,10 153:21 154:2 166:17 167:5 170:2 176:16 179:14 181:17,23 185:5 186:3 189:16,24 195:14 199:6 200:11 202:5,9,12 204:7 205:15 208:13,14 <b>61</b> 157:11 <b>615</b> 2:21 3:5 <b>615.429.6588</b> 3:13 <b>6th</b> 210:12	<b>8</b> <b>8</b> 4:3,17 123:11,13 <b>80</b> 48:21 182:12 <b>80202</b> 2:11 <b>81</b> 4:10 185:14 187:9 <b>82,500</b> 162:7 <b>850-8682</b> 3:5 <b>87</b> 190:9 <b>88</b> 4:12 <b>89</b> 195:22 <b>89.8</b> 183:5	<b>account</b> 33:15,20 33:24 34:3,3,9,12 34:16,16,22 35:2 35:16,20 36:5 59:9 67:20 71:11 72:1,8 76:16 82:6 98:20,22 113:1,25 116:21 152:4,7,10 152:20 161:8,11 162:15,16 163:13 163:14 164:4,5 165:8 167:22 168:15,18 169:3 169:15,18,24 170:11,14 171:1,5 171:6 172:13,17 172:20,20,23,24 173:4,7,9,10,13,16 179:22 186:9 <b>accountant</b> 24:23 36:1,2 <b>accounting</b> 25:10 <b>accounts</b> 33:23 35:6 106:21 161:17 204:25 <b>accrue</b> 56:9 <b>accuracy</b> 211:9 <b>accurate</b> 92:1 134:23,25 <b>accusation</b> 187:5 <b>acknowledgement</b> 213:3 <b>acknowledgment</b> 211:12 <b>acoa</b> 116:25 <b>acquired</b> 21:16 <b>acquisition</b> 97:19 145:25 146:4 <b>acres</b> 183:5 <b>act</b> 110:15
<b>4</b> <b>4</b> 4:10 81:6,8 <b>4/29/19</b> 177:9 <b>4/29/2019</b> 175:16 <b>4/29/2022</b> 211:5 <b>40</b> 91:24 116:4 <b>40,000</b> 162:3 <b>40,855</b> 170:6 <b>400,000</b> 32:1 45:25 46:2,3,20 47:4 <b>403</b> 3:13 <b>410</b> 2:10 <b>46</b> 128:19 <b>480</b> 182:16 <b>484</b> 1:7 7:11 <b>497</b> 161:21	<b>7</b> <b>7</b> 4:15 122:2,3 <b>7023</b> 173:15 <b>724-3200</b> 2:21 <b>75</b> 135:17,19 136:20 139:5 140:16 144:21 145:7 147:2 <b>75,000</b> 98:14,18	<b>9</b> <b>9</b> 4:19 128:16,19 <b>90</b> 200:19 <b>95</b> 81:4 <b>955-8252</b> 2:5 <b>98</b> 27:18,19 30:5,8 33:6 40:10,15 41:4,13 42:7 52:14,18 53:5 55:25 135:19 136:20 <b>9:11</b> 7:2 <b>9:22</b> 6:3 <b>9s</b> 16:18,22,25	
<b>5</b> <b>5</b> 4:12 88:19,21 <b>5.1</b> 135:14 <b>50</b> 68:20 76:7 176:14 195:7 201:19 204:4 <b>511</b> 3:3 <b>5208676</b> 211:5 212:2 213:2 <b>56</b> 4:9 133:21 <b>57</b> 36:10 <b>58</b> 147:20		<b>a</b> <b>a.m.</b> 6:3 7:2 50:8 50:11 71:3 118:19 118:22 <b>ability</b> 11:4 50:25 71:16 <b>able</b> 11:15 80:15 90:13 165:1 187:5 187:6 <b>absolutely</b> 171:8 <b>acceptable</b> 141:10 <b>access</b> 25:14,16 34:21 35:16 181:10	



[acted - amazon]

Page 3

<b>acted</b> 101:17	166:25 202:6	<b>agreements</b> 24:6	115:24 116:25,25
<b>acting</b> 9:1 73:17	204:5	206:7	118:12,14 123:19
105:16 109:22	<b>agreed</b> 6:9 144:7	<b>agrees</b> 135:15	123:23 124:14
111:3,6 112:19	<b>agreeing</b> 49:18	<b>ahead</b> 10:25 12:20	125:16,17,18,18
<b>action</b> 210:10	189:25	122:1	127:2 132:16
<b>activities</b> 52:5	<b>agreement</b> 4:8,8	<b>aided</b> 210:8	134:10,17,21,22
54:9,24	4:12,18,21 5:13	<b>al</b> 1:8 7:9 211:4,4	135:2,11,25
<b>actual</b> 33:7 156:7	24:11 27:22 28:3	212:1,1 213:1,1	136:12 137:14,20
<b>adam</b> 2:17 8:10	28:6,11 30:2,23	<b>alcohol</b> 11:3,14	138:4 139:3,8,15
<b>add</b> 170:7,22	31:16 32:9,19,23	<b>aldaris</b> 24:25,25	141:17,19 142:2,5
<b>additional</b> 24:17	33:5,11 36:9,21,24	25:2	142:10,12,15
58:5 181:18	37:3,4,5,7,8,10,17	<b>alex</b> 2:17 8:1 49:9	143:7 144:3 145:9
<b>additions</b> 213:6	37:20,25 38:1,2,3	68:9 203:19 211:1	145:16,20 146:11
<b>address</b> 57:18,20	38:16 39:1 40:20	<b>alexandra</b> 7:11	146:11,18,23
122:16,21,25	42:6,13,21 43:25	<b>alittle</b> 2:22 211:2	147:4,13 148:22
123:2 125:21	46:6 51:15,16	<b>allcore</b> 26:22,24	149:1,6 150:6
126:12,13,22	55:8,23,24 88:14	27:12,17,18,20,25	154:25 155:4
131:4,20 190:25	88:24 89:1 90:17	29:2,7,24 30:3,14	156:10,23 162:11
192:2 196:3	92:9 93:16 94:15	30:20 32:11,18	164:19 165:25
<b>addresses</b> 57:23	94:16 95:24 99:4	33:8,10 34:14,16	166:1 168:1
127:13 130:11	99:6 100:16,17	36:25 37:18,22	205:20
131:15 175:2	117:1,2 118:15	38:10,13,15 39:6,9	<b>allcore's</b> 58:14
<b>advantageous</b>	122:10,13 123:6	39:12 40:1,8,11,16	<b>allotted</b> 211:20
29:1 139:2,7	123:10,17,23	40:21 41:3,5,14,15	<b>allow</b> 48:3 68:8
<b>adventure</b> 193:8	124:4,9,11,18	41:22 42:3,4,8,23	113:15 158:8
<b>advice</b> 121:2	133:25 134:1,4,9	42:24 43:3,5,25	179:14 186:12
171:19 179:23	134:10,15,18,19	44:6,12,24 45:2	195:12
185:10,11 190:4	135:5,10,11,22,24	51:6,20,22 52:3,4	<b>alterego</b> 54:24
195:20 200:15	136:2,3,4,6,11,14	52:8,10,14,15,18	<b>aly</b> 3:2
202:15 204:11	136:16,18,24	52:20,24 53:2,6,7	<b>amanda</b> 2:13,18
205:19,22 206:2	137:2,10,12,19,20	53:9,11,18,23 54:6	8:7
206:10	138:8 139:16	54:12,13 55:11,12	<b>amazon</b> 1:4 7:7,23
<b>advised</b> 86:4	141:4 143:2,14	56:1,4,13 57:8	7:25 9:7 12:2,12
<b>advisory</b> 14:13,15	144:14,20 145:19	58:10,18,20 59:3	12:16 18:6 49:3
19:23	146:2 147:1	60:12,13 73:20,23	78:24 79:1,3,6,7
<b>affiliates</b> 16:14,19	148:22,25 154:23	73:25 82:24 98:25	79:17 80:10,16
<b>aforsaid</b> 210:4	154:24 155:3,25	99:3,6,8 106:4,13	83:7,9,12,18 84:3
<b>agencies</b> 14:19	190:14,22 196:19	106:17,18,21,22	84:7,18,24 85:5,6
<b>ago</b> 100:18	206:5	106:24 107:2,6,10	85:7,8,10,10,15,22
<b>agree</b> 65:11 120:4	<b>agreement's</b> 39:4	107:12,14,23	86:1,13,14,20,24
125:1 145:7 154:4		108:5,6 115:3,20	87:7,13,14,17,18

[amazon - associated]

Page 4

87:21,24 90:25 91:4 94:11,16 95:7,23 96:17 97:1,5 101:22,24 102:17,18,23,24 103:2,4,8,20,22,25 104:1,3,4,8 105:13 106:5,20 107:13 109:17 114:2,9,14 114:25 115:15 127:14,15,20,22 128:7 168:4 174:21 175:7,9,10 175:17,22,24 176:2,8 177:4,6 178:14,17 181:6,7 205:25 <b>amazon's</b> 12:14 103:24 <b>amazon.com</b> 1:3 7:7 127:13 211:4 212:1 213:1 <b>amount</b> 33:7,9 41:9 89:23 141:6 165:2,3 168:21 <b>amounts</b> 170:23 <b>analysis</b> 18:15,15 18:16 <b>annual</b> 60:10 <b>answer</b> 10:25 11:15 41:18,18 61:25 62:4 63:10 63:13 64:11,19 65:10,14 66:3,24 68:18 69:2,4 72:22 73:3,5,8,9 75:20,23 76:9,17 77:2 78:13,17 103:23 110:10 112:10,11 114:10 114:16 119:24	120:3,7,9 121:1 123:3 124:20,25 126:6,19 127:21 128:11 129:21,22 132:5,9 150:11,23 151:2 153:18 155:15 158:19,20 163:2,19 164:6 166:9,13,14,16,23 170:2 176:17 177:21,24 179:20 181:20 185:6,8 186:12 189:13 190:3 195:2,5,11 195:16 199:3,9,10 200:11,14 202:5 202:14 203:16,25 204:6,10 <b>answered</b> 10:2 41:17 61:1 66:4 75:16,17 78:5 111:18,24 114:19 164:4 198:2 <b>answering</b> 113:13 186:25 <b>answers</b> 10:13 11:9 70:23 119:15 <b>anticipate</b> 182:6 <b>anybody</b> 35:15,21 35:23 36:2 74:10 91:4 121:18 122:20,24 208:7 <b>apparently</b> 156:12 162:16 <b>appear</b> 36:23 174:6 <b>appearance</b> 7:19 <b>appearances</b> 2:1 <b>appearing</b> 8:13 184:25	<b>appears</b> 89:3 128:24 147:23 159:11 178:18 <b>appended</b> 213:7 <b>applicable</b> 211:8 <b>application</b> 79:25 <b>approach</b> 29:4 <b>appropriate</b> 28:15 28:18,21,25 77:24 78:14 124:24 137:12,15,18 138:2 142:7 167:5 195:13 200:12 202:10,10 <b>approximately</b> 15:11 31:23 32:6 32:18 46:1,20 47:3 98:13 173:23 <b>april</b> 1:17 5:8 6:3 7:2 33:1,2 38:25 45:22 96:3 97:14 175:9 180:8,19 <b>architectural</b> 83:23 <b>area</b> 10:4 <b>areas</b> 85:4,5,8,10 96:15 <b>argumentative</b> 199:13 <b>arising</b> 141:3 <b>arrangement</b> 16:21 23:24 24:4 24:10 28:17 32:7 32:15 114:21 139:21 189:25 <b>arrangements</b> 23:5 <b>arrow</b> 159:14 160:1 <b>arrows</b> 159:9	<b>aside</b> 55:11 96:20 140:9 153:1 <b>asked</b> 25:19,20 41:17 70:5 75:16 76:25 77:3,5 78:4 111:14 112:5,8 150:11,17 177:16 181:13 194:6 198:1 200:4 206:19 <b>asking</b> 9:9 41:11 41:17 43:8,9,18,20 47:15,19,21 48:6 53:16 63:16 65:24 66:17 68:5 70:7 72:23 75:18 76:3 76:14 110:6,8,13 111:9,11 112:3 124:2 125:8 126:2 127:1 146:14,16 146:20 158:16 166:8,10,11 174:5 177:15,16 194:4,5 194:22 199:14 200:3 <b>asmart</b> 2:22 <b>aspects</b> 166:20 <b>assessment</b> 140:21 <b>assessments</b> 140:25 <b>assets</b> 23:15,16 <b>assigned</b> 57:25 58:2,3 <b>assist</b> 139:7 <b>assistance</b> 155:10 <b>associate</b> 95:12,15 <b>associated</b> 29:24 39:19 57:20 73:14 73:17,20 92:20 93:13,22 94:25 107:18 121:18
---	--	---	---

[associated - behalf]

Page 5

132:22 148:8 151:7 172:20 173:10 194:19 <b>association</b> 73:23 130:5 <b>assume</b> 10:19 28:25 101:8 117:24 157:5 169:2 170:19 172:22 <b>atherton</b> 15:17 28:8,16 34:20 35:1,11 36:6 57:13 58:8,12,13 58:17 59:5,9 60:21 62:12,24 69:17,20,21 71:11 71:18 75:8 121:21 121:23 129:3 130:1 131:12,25 141:14 148:4 151:10,17,19 152:9,13,20 153:2 153:4,9 154:12 155:7 156:11,23 159:25 160:5,23 162:6 164:11,12 164:15,21 165:17 165:21 167:18,25 169:2,5,11,12,20 170:3,15,21 171:24 172:2 192:6,8,16,20 193:2,5,22,24 194:14,17 204:20 204:22 205:5,8,18 206:22 207:8 <b>atherton's</b> 155:9 <b>attached</b> 64:25 116:25 123:6 211:11	<b>attaches</b> 180:10 <b>attachment</b> 13:10 <b>attempt</b> 77:10 79:2,5 90:21 204:7 <b>attempting</b> 154:1 <b>attending</b> 7:18 <b>attorney</b> 9:6 59:3 120:11 132:11 171:19 185:12 211:13 <b>attorney's</b> 121:2 177:23 179:23 181:25 185:10 <b>attorneys</b> 1:15 11:23 <b>audio</b> 10:8 <b>august</b> 5:10 182:20 190:16 <b>authorities</b> 141:10 <b>authority</b> 34:24 35:1,4 62:21 <b>available</b> 65:21 76:9 112:4 142:15 192:4 195:10 197:14 211:6 <b>avenue</b> 2:4,20 7:13 <b>aware</b> 16:17 34:4 52:1 58:1 81:21 86:14 87:14 122:22 127:17 140:8 159:23 193:1 <b>aws</b> 94:18 175:17	69:6,8,25 72:24 75:18,23 76:18 77:23 78:14,17 100:23 112:10,15 119:24 120:16 124:24 125:13,13 125:25 127:4 132:6,10 153:21 154:2 166:17 167:5 170:2 176:16 179:14 181:17,23 185:5 186:3 189:16,24 195:14 199:6 200:11 202:5,9,12 204:7 205:15 208:13,14 <b>back</b> 8:23 27:25 32:8 59:24 64:25 70:18 76:22 84:24 85:5,6,7,11 93:3 93:15 143:18 162:10 164:10,20 164:22,23,24,25 165:3,5,13 167:8 167:17,22 168:19 170:4,8,9,10,14,25 171:3 181:8 206:2 <b>backed</b> 85:9 <b>balance</b> 173:23 174:11 <b>balances</b> 35:19 <b>bank</b> 5:1,1,3 33:14 33:17,18,20,23 34:16,21 35:2,6,16 35:19,20 36:5 38:19 98:19,22 129:7 157:6,7 161:4,5,8,8,11,17 161:20 163:12,14 164:3,5 165:8	167:22 168:15,18 169:2,14,18,24 170:11 171:5,6 172:12,16,19,24 173:3,7,9,10,13 204:25 207:6 <b>based</b> 22:25 23:1 24:10 28:14 43:25 57:8 68:11 75:23 88:1 94:23 102:4 136:12 141:2 185:21 <b>bases</b> 77:6,7 <b>basic</b> 51:3 <b>basis</b> 17:15 20:17 23:3 24:12,16 43:7,19 73:5 110:5 136:17 141:23 146:3 176:11 185:4,6 <b>bass</b> 126:15 <b>bates</b> 57:3 148:15 149:10,18 151:24 157:12,18 161:20 <b>bathroom</b> 116:6 <b>beach</b> 94:6 <b>began</b> 166:11 <b>beginning</b> 31:8 <b>behalf</b> 1:16 6:2 8:2 8:5,11,13 24:20 25:22 26:12,22 29:10 40:1 51:6,9 51:12 53:19 56:14 79:14 80:5 82:21 90:12 91:8 107:2 107:3 111:3,7 119:16 121:15 122:24 133:13 147:11 156:11,18 161:13 190:17 207:13
	<b>b</b>		
	<b>b</b> 4:6 7:8 12:4,15 12:21 13:2 43:7 47:18,24 48:20 49:2 50:1,6 60:16 62:7 66:1,18 67:12 68:18 69:3		

[believe - capacity]

Page 6

<b>believe</b> 8:14 15:12 16:18 18:24,25 19:17 20:4,5 22:19 26:2,4,6 27:10,13,21 28:22 30:7 32:11,17,20 33:18 43:1 46:16 46:25 47:3 57:6 58:4 60:2,4 77:10 79:12 80:22 81:4 81:19,21 82:2 83:13 89:6,23 95:1,3 96:8,24 98:8,14 100:15,16 100:23 101:5,12 102:4 104:21 109:7 110:22 115:24 122:18 126:16 135:4,23 136:1,10,15 137:11 148:1,4,6 148:18 151:15,16 151:20 158:1 160:6 162:10 165:10 173:12 180:20 183:10,13 204:23 207:20 208:1 <b>believed</b> 135:5 <b>benefit</b> 51:6,9,12 52:17,21 53:19 54:13,18,20 55:10 55:15,16 56:8 83:24 142:10,11 142:13 <b>beyond</b> 22:1 48:18 157:1 <b>bhfs.com</b> 2:12 <b>bid</b> 87:7,12 <b>big</b> 103:24	<b>black</b> 88:7,9 94:19 94:20,21,25 95:22 <b>blanket</b> 182:9 <b>blanking</b> 37:24 <b>block</b> 151:4 152:2 153:6,7 154:13 <b>blocked</b> 148:6 153:3 156:4 <b>blueridge</b> 104:11 104:13 109:6,9,13 109:16 110:9 113:17,24 114:3 114:13,15 115:6 168:5 191:3,5,7,11 191:21,24 192:3 194:15 196:16,21 197:6,25 198:6,10 198:15 199:1,5,19 200:25 201:3 <b>bodner</b> 2:9 8:4,4 208:15 <b>bone</b> 163:20 <b>bonus</b> 4:9 57:7 58:8,9,13,19 59:14 59:17,21 60:5,7,10 60:14 62:11,25 63:3 64:24 65:22 71:9 72:11 75:14 78:2 162:11 163:3 163:8,17,21,21 164:8,9,16,18,19 165:13,18,21,22 166:5 167:8,8 170:17 <b>bonuses</b> 59:4 60:21 <b>bonusing</b> 165:3 <b>bookkeeper</b> 24:19 <b>bookkeeping</b> 24:19 25:10,13,21 25:24	<b>books</b> 25:11,18,18 <b>borrow</b> 74:17 <b>borrowed</b> 44:19 139:9 <b>bottom</b> 148:16 187:13,22 <b>box</b> 152:4,7,10,20 <b>break</b> 9:24,25,25 10:1,5 66:8,10 70:16 116:6 118:20 160:8,12 160:21 204:13 <b>breaks</b> 9:23 10:6 <b>brian</b> 3:8 8:6,9 <b>brief</b> 118:20 160:12 <b>bring</b> 39:17 <b>brings</b> 157:6 <b>broader</b> 102:21 <b>broke</b> 152:5 <b>brought</b> 19:2 185:16 <b>brownstein</b> 2:10 8:5 <b>budgets</b> 86:23 <b>building</b> 83:22 <b>buildings</b> 86:22 94:23 <b>built</b> 94:6 <b>bunch</b> 184:2 <b>burr</b> 2:19 6:3 7:13 8:1,11 <b>burr.com</b> 2:22,22 211:2 <b>business</b> 4:22 16:3 16:6 18:10 28:24 33:23 34:8,16 39:15 53:13,14,18 56:13 58:14 60:25 78:23,25 79:3,5,6 85:20 95:12,14,17	95:19 105:12 126:20 127:19 131:19 137:25 138:11,15 143:4,7 143:11,21,24 145:21 146:12 147:6,7,24 156:6 156:15 179:4,8 188:12,19,22 191:21 <b>buy</b> 43:19
<b>c</b>			
<b>c</b> 25:8 210:1,1 <b>cable</b> 19:11 <b>cadwallader</b> 5:16 200:24 201:1 <b>california</b> 96:13 97:5 <b>call</b> 25:17 120:22 <b>called</b> 37:6,8 88:7 100:19 139:8 <b>calling</b> 35:9 170:8 <b>calls</b> 55:2 77:9 128:9,10 192:13 194:20 197:15 <b>campus</b> 94:5 <b>campuses</b> 94:1 <b>canadian</b> 92:23 <b>candidly</b> 115:24 <b>capable</b> 17:2,3 <b>capacity</b> 8:25 9:10 24:14 43:14 45:2 45:10 62:19 63:14 63:17,18,20,21 64:21 70:8 71:8 72:14,15,18,20,24 73:16 74:8,12 75:13,18,19 76:4 76:24 78:2,7 82:14,15 85:8,10 91:9,11,15 109:20			

[capacity - cheshire]

Page 7

110:3,6,8 113:16	172:13 178:6	142:12,13 152:16	14:9,10,12,17,22
114:5,6,25 115:3	187:15 190:17	158:5 168:10	14:24,25 15:9,19
115:18 118:5,12	211:5 212:2,24	176:13 182:8	15:23,24 16:4,8,12
119:10,19 124:12	213:2,4,12	195:10 203:25	16:14 17:2,8
124:13,14,21	<b>carletonnelsonc...</b>	206:2	18:11,12,18,23
129:18,22 131:2,7	191:1	<b>certificate</b> 6:7	19:13,16,20,24
132:5 146:17,20	<b>carlton</b> 7:5	141:10	20:6,7,11 21:5,7,9
146:24 151:5	<b>carolina</b> 79:12	<b>certify</b> 210:3	21:12,23,24 22:9
154:10,11,11,17	80:23	<b>cetera</b> 6:7 147:8	22:13 23:3,10,18
154:19 155:9,21	<b>carter</b> 92:25	<b>chain</b> 5:11,14,17	23:23 24:1,7,8,11
159:16 166:9	<b>carve</b> 110:24	178:10,12 187:14	24:13,14,15,18
169:22 176:13	<b>case</b> 1:6 7:11 30:1	196:10,11 202:23	25:11,22,25 26:13
179:9 184:10,11	59:20 125:24	<b>chamber</b> 88:8,9	26:15,21,23 27:10
184:13,17,19,24	127:11,17 193:3	94:19,20,21,25	27:16,19 29:3,6,9
186:13 188:14	<b>casey</b> 3:1,9 8:13	95:22	29:14,15,19,21
189:10,11,12,14	60:4 132:22	<b>change</b> 212:4,7,10	30:1,4,7,13,19,22
191:9,13 192:10	<b>caterpillar</b> 93:1	212:13,16,19	30:24 31:5,7,9,10
192:11,12,17	94:9	<b>changed</b> 15:25	31:12,19,21 32:10
193:4,8,19,20	<b>cause</b> 34:18 35:13	22:23,24 31:17	32:11,14,25 33:3,5
194:13,16,25	<b>caused</b> 35:6 84:17	38:5,22 135:7	33:14,19,22 34:1,1
196:22,25 197:1,3	<b>caveat</b> 111:12	<b>changes</b> 211:10	34:2,6,7,8,13,15
197:12 198:11,13	<b>cc</b> 203:6	213:6	34:21 35:2,16,20
198:15 199:1,6,18	<b>ccs</b> 201:4	<b>changing</b> 114:10	36:5,25 37:18,22
201:17,20,23	<b>cell</b> 3:13	<b>characterization</b>	38:9,12,15 39:5,8
202:1 203:13,21	<b>center</b> 82:1,3,3,4	127:9	39:11,14,25 40:9
204:1	82:20 86:3 90:1	<b>characterizing</b>	40:14,19 41:1,3,12
<b>capital</b> 4:16 40:5	92:15 94:5	117:15	41:21,23 42:2,3,22
89:22,23 90:14	<b>centers</b> 80:17	<b>charges</b> 140:19	43:3,11,15,16,18
122:8,11 123:7,21	81:19,22 86:5	141:1	43:20,23,24 44:6,8
125:17 145:22	97:1 103:12 151:6	<b>charities</b> 150:5	44:9,22,23 45:18
187:17	<b>certain</b> 18:13	<b>chart</b> 64:23	45:25 46:1,4,8,19
<b>capitalize</b> 143:20	37:23 39:18 83:22	119:17	46:23 47:1,3,5,8
<b>caption</b> 6:6	86:19,20 134:16	<b>charter</b> 90:2	47:12,17,22 48:7,8
<b>car</b> 24:24 25:4,5	148:17 165:2,3	<b>chase</b> 22:15	48:9 50:14,17,21
<b>carl</b> 60:2 105:14	176:6	<b>chat</b> 122:14	50:23,25 51:4,24
105:15,18,21	<b>certainly</b> 9:22	<b>check</b> 174:11	52:2,7,8,9,13,17
153:16	10:5 21:14 24:8	<b>checking</b> 173:22	53:1,4,19,22 54:12
<b>carleton</b> 1:14 2:15	24:15 28:8 38:5	<b>cheshire</b> 2:15 4:14	54:14,20,22,23
5:6 6:2 8:3,16	38:19 86:15 87:10	4:16 5:1,6,8,8,10	55:3,9,12,15,24
43:8 44:11,13,15	105:18 131:17	5:10 7:4 8:2,11	56:14,15,24 57:2
44:20,21 129:3	133:17 134:6	9:1,11 11:20 13:2	57:12,22 58:11,15



[cheshire - collected]

Page 8

58:20,21,23,25 59:2,8,15 60:17,20 60:25 61:10,25 62:2,8,20 63:8,12 63:17,21 64:20,22 65:1,4,16,25 66:1 66:5,19,23 67:7,13 67:18,20 69:18,19 70:8 71:10,16,20 71:24 72:1,3,7,9 72:15,16 73:10,17 74:6 75:12 76:5 76:16 78:23,25 79:2,7,13,14 80:5 80:14 81:13 82:6 82:14,16 88:2,12 89:10 91:10,12,18 93:9,11 95:21 96:5 99:8 101:12 101:14,15,17,25 102:15,15,23 103:7 104:13,16 104:18,19,21,21 104:25 105:2,7,16 105:18,21,25 106:12,14,15,16 106:20,23,25 107:8,11,13,15,18 107:22 108:11,14 108:23,24 109:5,8 109:23 110:2,7,14 110:15,16,17,23 110:25 111:2,4,7,9 111:18 112:9,17 112:19,20,23 113:24 114:4,9 115:5,10,16 116:14,17,20 117:5,9,20 118:2 118:10 119:7,9,12 119:16,19 121:5,8	121:11,14,17,20 121:22 122:7,16 122:18,20,24,25 124:3,6,7,8,12 125:14,21 126:5,7 126:20,21 127:4,7 129:3,13,15 130:1 130:3,5,9,12,12,14 130:18,22,24 131:2,7,9,11,19,25 132:12,15,18,21 132:25 133:3,6,12 134:2,22 135:1 136:23 137:13 138:3 139:5,21 140:4,6,11,14 141:15,19,22 142:4,9,17,21,25 143:1,10,15,17 144:3,21 145:8 146:17,22,25 147:12,16 148:11 148:13,19,20,22 149:1,7,10,10,15 149:19,20,21 151:5,13,22 153:16 154:19,21 155:16 156:1,5,14 158:5,11,16,22,24 159:1,6,10,13,15 159:20,21,24 160:3,4,22 161:5,7 161:13,16 163:4,9 163:12,14,17 165:8 166:9,20,22 167:9,13,14,17,20 167:21,22,25 168:11,13,15,16 168:17 169:3,6,8,8 169:14,16,18,23 171:1,12 172:20	173:10,14,19 176:11,22,25 177:1,3,5,7,17 178:6,19 179:5,16 179:22,24 180:7,7 180:18,18 181:16 182:19,19 183:23 184:9,13,18 186:4 186:7,10 187:15 187:15 188:4,6,8 188:10,19,21,23 189:11,12 191:9 191:15,17,19,20 192:2,11,22,25 193:8,10,13,19 195:1 196:2,4,22 197:3,4,7,11,13,18 197:20,24 198:4,6 198:12,17,22 201:8,9,12,14,21 203:4,8,11 204:21 204:23,24 205:2,4 205:16,19,23 206:3,10,14,23 207:2,5,10,13 <b>cheshire's</b> 29:23 58:24 98:19,21 170:14 171:5 <b>cheshireventures</b> 57:19 82:11 174:25 175:1 190:18 196:12 201:5 203:5 <b>chicago</b> 19:18 <b>chinese</b> 150:4 <b>chm</b> 177:8 <b>choice</b> 87:13 <b>choose</b> 68:23 <b>chooses</b> 67:5 <b>christian</b> 3:10 53:10 133:1	<b>chuck</b> 95:2,10,11 <b>circumvent</b> 77:10 77:19 <b>civil</b> 6:5 19:22,24 19:25 20:11,12 <b>ck</b> 60:3 <b>claim</b> 110:17 163:3 184:18 <b>claiming</b> 111:2 <b>clarification</b> 10:19 54:7 140:22 <b>clarified</b> 77:5 <b>clarify</b> 47:2,24 <b>clarity</b> 62:18 <b>clear</b> 9:5 30:18 46:15,21 48:4,16 65:17 75:22 76:3 78:21 81:1 106:3 110:12 113:4 120:12 126:18 131:23,24 134:14 136:4 153:14 186:1,8,23 <b>clearly</b> 48:6 62:6 65:23 67:1,4,13 69:2,7 111:17 126:7,10,10,11 <b>client</b> 8:8,14 69:12 70:17 76:15,17 186:3,12,21,25 <b>client's</b> 150:15 <b>close</b> 93:4 94:22 <b>cluster</b> 175:5,8,9 177:8 [REDACTED] 175:5,7 <b>cn</b> 4:12 60:1 187:23,25 <b>cnck</b> 59:22 64:24 <b>colleague</b> 18:5 <b>collected</b> 141:7
--	--	---	---

[colorado - continues]

Page 9

<b>colorado</b> 2:11 <b>columbus</b> 175:7 <b>come</b> 16:7 20:10 70:18 93:3 104:3 104:4 152:4 157:21 158:24 180:23 <b>comes</b> 30:13 163:17 <b>coming</b> 66:20 <b>commencing</b> 6:3 <b>commercial</b> 7:9 85:19 145:13 <b>communi</b> 206:20 <b>communicate</b> 59:9 62:1 79:24 113:23 126:22 <b>communicated</b> 113:22 <b>communicating</b> 59:12,14 112:18 112:22 188:24 <b>communication</b> 5:16 59:1 107:19 129:25 188:7 200:23 203:4 <b>communications</b> 58:12 104:20 117:10,21 121:18 121:21,23 126:4 130:11,19 186:4 186:13 198:16 206:21 <b>companies</b> 24:12 88:10 128:7 154:14 <b>company</b> 4:12 14:15 19:23 21:17 21:18,23 24:25 29:8 41:21 44:20 57:9 72:3,4 88:7	88:25 90:19 92:16 100:23 106:24,24 127:19 139:7 146:5,13 147:2 169:10 <b>compensation</b> 22:22,22 23:6 <b>competitive</b> 84:2 <b>complete</b> 10:4 11:9 213:8 <b>completed</b> 6:11 211:17 <b>completely</b> 11:16 48:24 66:14 <b>component</b> 21:11 142:14 <b>computer</b> 26:9 99:15,16,22 210:8 <b>concept</b> 40:2 <b>concerned</b> 188:5 192:22 <b>concluded</b> 209:3 <b>concludes</b> 208:23 <b>conclusion</b> 39:18 55:2 197:16 <b>conduct</b> 110:25 <b>confer</b> 64:5 <b>confidential</b> 1:15 <b>confine</b> 103:3 125:12 <b>confused</b> 145:23 <b>conglomerate</b> 92:24 <b>conjunction</b> 101:7 <b>conley</b> 95:2 <b>connected</b> 29:23 94:11 101:22 102:1 103:8 104:1 <b>connecticut</b> 2:4 20:5	<b>connection</b> 56:14 58:14 83:11,20 86:25 90:8 92:4 93:8 96:17 98:4 100:4 101:9 102:15 103:22 104:8,16,19 105:3 109:6,9,10,13,16 113:23 114:13 115:5,9,13 116:13 117:10,21 119:3 121:5,24 125:19 125:20 127:22 136:23 137:2 139:19 143:10 144:7 145:5 147:3 147:13,16 148:24 149:2,3 167:18 168:4 184:19 188:7 191:21,23 192:3,21 194:14 196:2 198:10 199:19 203:8,14 203:22 <b>consider</b> 146:12 <b>considering</b> 156:17 <b>consilia</b> 152:5 <b>consistent</b> 9:19 183:10 <b>construction</b> 86:2 <b>consul</b> 14:14 <b>consult</b> 70:17 82:18 83:15 144:5 <b>consultant</b> 20:9 107:9 <b>consultants</b> 17:1 51:2 <b>consultation</b> 14:15 <b>consulting</b> 5:6 14:12 16:21 17:25	18:8,13 20:8 21:7 21:11 22:14 23:4 23:24 24:4,10,11 29:6 30:1 40:3,24 41:21 84:3 85:25 88:17 90:4 91:22 92:6,12 97:22 100:15,17 101:2 101:21 105:20 106:23 107:1,5 109:24 114:8,13 114:20 122:13 137:25 138:4,11 138:16 141:23 143:9,12,14,22,24 144:7 147:3 148:23 149:2 153:12 156:2,2,6 156:16 169:9 178:7 204:23 205:9 <b>contact</b> 97:18 <b>contacts</b> 39:19 <b>contained</b> 153:7 <b>contemplated</b> 40:1 <b>contemplating</b> 147:11 <b>content</b> 130:15 <b>contents</b> 76:19 131:6 <b>context</b> 119:24 127:17 <b>continuation</b> 166:11 <b>continue</b> 32:24 33:2 54:6 61:2,21 70:18 141:23 150:22 166:21 <b>continued</b> 181:14 <b>continues</b> 24:9
---	--	--	---

[continuing - december]

Page 10

<b>continuing</b> 61:17	211:14	<b>county</b> 81:25 94:3	147:1,3,13 149:2,6
<b>contract</b> 15:4	<b>copy</b> 28:6,7 99:12	94:7 97:3,7 104:6	150:5 154:22
16:20 17:15 20:18	99:22 100:7	190:15,23	156:1,10,24 168:1
20:22 21:1,22	<b>corporate</b> 7:5 9:2	<b>couple</b> 135:12	205:23
22:3,25 24:9	9:10 11:19 15:14	<b>course</b> 48:17,23	<b>current</b> 99:22
26:20 42:1 83:3	43:10 75:11 128:4	61:5 68:11 70:13	<b>cut</b> 22:15
83:12,14 87:21	128:6 138:25	76:12 127:20	<b>cv</b> 1:7 7:11
89:20 90:9,12,16	153:18	204:24	<b>d</b>
92:7,9 95:25	<b>correct</b> 27:6 45:11	<b>court</b> 1:1 3:12	<b>d</b> 7:8 25:3,7,8
96:25 97:15,16,18	60:22 103:5	6:10 7:10,16,21	100:23
97:20,21,24,25	151:17 154:22,25	10:8 76:22 120:22	<b>d.c.</b> 2:5 81:5
98:4 99:12,22	155:4 161:9,10	126:14 202:6	<b>dark</b> 19:10
100:3,8,12 102:8	165:16 167:10,13	<b>cover</b> 127:6	<b>data</b> 1:4 7:7 80:17
102:12 105:7	169:24 210:9	<b>cpa</b> 171:19,22	81:19,22 82:1,2,3
137:18 138:2	213:8	<b>create</b> 149:16	82:4,20 86:3,5
140:12	<b>corrections</b> 213:6	<b>created</b> 94:22	90:1 92:15 94:5
<b>contracted</b> 26:23	<b>correctly</b> 147:5	167:25	97:1 103:12 151:6
41:22 87:7 89:14	165:15 210:7	<b>creation</b> 149:17	<b>date</b> 39:5 173:17
96:19,22 106:16	<b>correspond</b>	<b>credit</b> 44:18 162:1	212:24 213:12
140:7,9 154:21	157:14	<b>criterian</b> 102:6,7	<b>dated</b> 5:6 39:3
<b>contracting</b> 19:15	<b>corridor</b> 81:4	102:10	174:18 178:7,12
89:9,10 137:13	<b>cost</b> 83:25 84:1	<b>cross</b> 185:24	<b>david</b> 3:2,17 7:15
<b>contractor</b> 17:5	<b>counsel</b> 7:6,17	<b>crutcher</b> 2:4	<b>day</b> 6:2 9:23
37:10 38:8 39:19	9:24 10:23,24	<b>cs</b> 211:15	173:24 210:12
39:22	150:6 166:2 190:5	<b>ctbsrm</b> 26:25 28:1	213:15
<b>contractors</b> 17:7	195:20 200:15	29:2 30:20 32:12	<b>days</b> 211:17
22:6 83:22,23	202:16 204:11	32:16 41:9 44:12	<b>db</b> 93:5
86:9	210:9 211:14	51:9 74:2,8,12,15	<b>deal</b> 53:15 56:10
<b>contracts</b> 99:24	<b>counsels</b> 156:13	74:17,19,21,24,25	56:11,12 142:6
204:22,23 205:9	<b>count</b> 16:19 76:10	75:4,5,6 129:8	157:6 180:11
206:3	124:21 153:20,24	133:4 134:2,12	187:20 189:7
<b>contractual</b> 32:15	176:15 189:21,22	135:3,6,10 136:23	193:11,13
37:17	195:12 200:7,9	137:3,10,13,18	<b>dealership</b> 94:9
<b>contribute</b> 45:19	202:2 204:2	138:2,5,8,14,22,24	<b>dealings</b> 95:17,19
<b>control</b> 80:15	<b>counted</b> 158:9	138:25 139:1,21	<b>deals</b> 98:23 156:3
<b>controlled</b> 4:12	<b>counterparty</b>	139:23 140:5,7,11	<b>debited</b> 129:8
88:25 89:22	23:25	140:14,17 141:15	<b>debt</b> 131:10
<b>convenient</b> 122:14	<b>counting</b> 65:8	141:19,24 142:4,9	<b>december</b> 5:17
<b>conversation</b> 91:6	<b>country</b> 94:23	142:19,20,24	32:21,22 103:6
<b>copies</b> 25:12,20,20	<b>counts</b> 177:19	143:2,8,15 144:2,8	162:2,6 202:24
26:7,9 205:11		144:14,21 145:4	203:1



[decision - directing]

Page 11

<b>decision</b> 68:24 69:1 137:22 <b>declare</b> 213:4 <b>dedicated</b> 32:4 33:19 <b>deemed</b> 213:6 <b>default</b> 125:18 <b>defendants</b> 1:9 2:8 2:15 8:7 208:15 <b>deficiencies</b> 208:11 <b>deficiency</b> 208:12 <b>define</b> 21:14 102:19 129:11,11 155:17 <b>defined</b> 21:20 69:19 110:3 137:23 140:18 <b>defines</b> 139:25 <b>definition</b> 75:24 <b>degree</b> 21:2 23:23 29:5,21 34:13 35:5 41:1 53:4,11 56:7 113:22 <b>delcarpio</b> 25:9 171:22,24 172:1 206:18,22,25 <b>delineate</b> 23:11 <b>deliver</b> 83:17 <b>delivered</b> 181:7 <b>dell</b> 24:24 25:4,5 <b>delta</b> 184:3,3 <b>demetrius</b> 207:22 <b>denver</b> 2:11 <b>depends</b> 24:8 26:17 53:15 56:10 127:1 163:24 <b>deponent</b> 209:2 210:5,7 211:13 213:3	<b>deposing</b> 211:13 <b>deposit</b> 162:1,5 <b>deposited</b> 163:12 165:7 167:12,14 168:14,21,24 170:14,18 <b>deposition</b> 1:14 6:1,12 7:4,12 8:15 8:24 11:18,23 12:1,3,4,7,10 13:3 13:21,25 14:4 37:14 43:8 47:18 49:22 50:4 60:16 61:4 63:15,25 64:6 68:12,14 71:14 73:1 76:7 77:11,20,22 78:14 78:17 112:4,11 119:25 120:1,16 120:22 124:22 125:13 132:6,7 153:21,25 166:12 166:14,17,23 177:19 179:13 181:17,19,21 186:3 187:3 189:19 195:8,13 200:5,5,8,10,11 202:9 204:3,7 208:9 210:8 <b>deposits</b> 161:24 162:9 <b>derek</b> 95:2 <b>describe</b> 15:1 18:9 22:24 66:20 72:6 95:13 110:22 162:12 164:16 <b>described</b> 15:25 21:2,5 22:19 27:8 38:7 71:9 106:25 134:9 139:12,18	146:25 147:4 164:17 <b>describes</b> 39:21 139:17 <b>description</b> 15:22 112:17,22 <b>designated</b> 180:15 <b>designed</b> 21:9,10 <b>despite</b> 111:2 126:3 198:16 <b>destination</b> 175:8 <b>detailed</b> 130:15,16 <b>details</b> 87:20 <b>determine</b> 111:6 <b>develop</b> 80:16 97:1 108:6 145:9 <b>developed</b> 21:13 21:14 86:10 <b>developer</b> 22:3 29:15,18 86:2 101:24 102:3,5 <b>developers</b> 14:18 <b>developing</b> 86:5 114:21 147:4 151:6 <b>development</b> 14:13,14,20 15:7 17:25 18:8,15 21:6,8,10,11,17,18 21:22 22:2,14 29:8 39:16,16,18 40:3,4,7,24 44:12 52:5 53:12,13 54:9 55:14 56:4,8 79:8 80:9 81:23 82:20 83:6 85:19 86:10,11 91:22 92:12,15 93:23 97:22 98:2 101:20 106:22,24 107:5 108:2 114:15,23	114:24 123:19 124:15 137:25 138:1,5,11,12,15 138:16 139:3,3,15 139:19 141:17,20 141:25 142:23 143:4,5,7,8,11,16 143:22,22,25 144:1,3,9,17 145:2 145:17,21 146:9 146:13 147:6,7,10 147:14 148:7,8,24 149:4,5 150:6 153:12 155:8,12 156:2,6,7,15,16,24 169:9 <b>development's</b> 40:6 <b>devise</b> 163:25 <b>diagram</b> 116:24 148:7 151:4 153:6 153:7 154:8,13 156:4 <b>diagrams</b> 152:2 153:3 <b>differences</b> 135:20 <b>different</b> 61:19 91:15 92:6 112:11 113:9 134:11 135:13,13 148:7 <b>direct</b> 7:10 8:19 34:3 65:9 72:22 110:10 119:23 124:20,25 129:21 176:16 177:21 181:22 185:5 195:4 202:4 204:6 <b>directing</b> 68:16 73:4 75:19 78:13 200:10
--	---	---	--

[direction - eat]

Page 12

<b>direction</b> 13:24	117:16 122:6	<b>drawing</b> 47:10	117:20 118:3
<b>directly</b> 22:3 24:9	123:8,16 125:15	104:25 130:8,10	119:4,10,22 122:7
65:13 189:15	125:25 127:2	167:1	122:9,16,18,21,25
<b>disagree</b> 61:5	128:23 138:18	<b>drawn</b> 48:9	125:21 126:5,12
77:15 166:25	139:13 145:18	<b>draws</b> 30:22,25	126:22,23 127:6
<b>disclaim</b> 87:17	147:22,25 148:3,5	31:7,10,12,20 32:3	127:10,13,18
<b>disclose</b> 87:18	148:10,12 149:4	32:24 33:3 34:5	128:2 129:2 130:1
<b>disconnected</b>	149:13,14,16,16	46:16 47:1,5,7	130:10,25 131:3,4
195:1	149:18 150:1,8,25	48:7	131:13,15,18,20
<b>discuss</b> 91:19	151:10,12,16,22	<b>drew</b> 46:22 92:22	131:22 132:1
94:14 102:10	152:1,18,19	92:25 106:11	163:16 167:7,9
154:14	155:15 161:1	<b>dried</b> 33:12	170:23 174:24
<b>discussed</b> 45:1	175:10,11,12,20	<b>drive</b> 26:10 180:25	175:2 176:1,25
82:7 116:23	175:21 176:5	181:8,11	177:4 178:5,10,12
134:16 208:11	177:4,9,13 178:22	<b>drugs</b> 11:3,12	178:16,20,25
<b>discussing</b> 134:14	178:24 181:2,10	<b>drumel</b> 3:17 7:15	179:21,22 180:6
189:8	183:18,20 189:2	<b>due</b> 142:17	180:17 181:15,16
<b>discussion</b> 50:9	190:20 201:5	<b>duly</b> 210:5	182:18,22 183:22
71:1 204:16	<b>documents</b> 11:25	<b>dunn</b> 2:4 9:7	184:1,12,14 185:1
<b>discussions</b> 141:13	12:6 35:22 36:4	<b>e</b>	186:9 187:14,14
<b>disguise</b> 128:5	86:12,15,18 87:8	<b>e</b> 3:14 4:11,16 5:4	187:22 188:2,9
<b>disguising</b> 107:23	152:7,11,15,16	5:6,8,11,13,14,16	190:13,25 191:6
<b>dispute</b> 67:11	176:7,8 179:20	17:20,21 25:7,8	191:16 192:2,4,7
<b>distinct</b> 144:1	180:24 182:4	57:12,15,18,20,23	194:23 196:3,10
<b>distinction</b> 67:23	208:10	58:6,7,16,21,24	196:11,11 197:24
104:25 106:11	<b>docusign</b> 89:5	59:1,9 60:18 62:1	201:1,15,16
109:25 127:24	<b>doing</b> 19:16 28:15	62:8,24 64:9,15,19	202:23 203:1
130:8,9 135:9	29:19 76:5 82:17	64:22 65:21 66:19	210:1,1 212:3,3,3
<b>distinctions</b>	91:19 110:1,2	66:20 67:5,17,20	<b>earlier</b> 99:4 101:1
167:24	143:17 144:9	71:10,11,17,18,25	133:25 134:8
<b>distinguish</b> 67:6	155:9 156:2	72:1,4,8,8,9 76:14	135:21 146:2
<b>distribution</b>	178:19 184:17,18	76:15 79:23 81:11	<b>early</b> 31:3
201:19	<b>dos</b> 207:6	81:13 82:6,10,13	<b>earn</b> 47:1
<b>district</b> 1:1,1	<b>doubt</b> 123:5	86:19,24 99:25	<b>earned</b> 43:24 46:1
<b>division</b> 7:11	<b>draft</b> 38:4 175:14	100:1 104:19,22	46:4 47:3 54:11
<b>document</b> 13:17	<b>drafted</b> 175:13	104:23 106:21	142:18,21
24:2 28:2 36:13	206:3,8	107:13,20 108:23	<b>earning</b> 23:8,9
36:16,23 37:13	<b>drafting</b> 100:14	109:3,5 110:16	<b>easier</b> 117:25
39:3,14 56:22,24	<b>drafts</b> 100:8	111:1,3,17 112:25	<b>eastern</b> 1:1
57:5 60:20 81:12	<b>draw</b> 45:25 50:13	113:9,25 116:17	<b>eat</b> 23:1
88:23 116:10	50:18 154:1	116:19,22 117:7,8	

[economic - executed]

Page 13

<b>economic</b> 17:25 18:8,14,15	103:20 169:14,23 176:2,5,8,9 177:6	<b>entitled</b> 60:24 66:21 67:16 68:14	85:19 91:21 92:12
<b>edbna</b> 158:3	181:6	111:5,22 112:14	93:23 94:10
<b>edmonton</b> 92:24	<b>engage</b> 14:17 15:3	112:16 113:7,11	101:20 105:12,22
<b>edwin</b> 24:23,23 25:7 206:18,22	20:16 24:16,17	<b>entity</b> 15:13,14,20	105:24 106:4
<b>effect</b> 10:15	51:2 53:18 56:13	17:17,19 18:22	107:4 109:24
<b>effective</b> 39:3 57:10	96:24 104:12,15	19:3,6,8 22:4	114:8,12 141:25
<b>effectuated</b> 35:7	105:19 138:21	24:10 29:7 40:3	142:23 143:2,16
<b>efficient</b> 28:23,24	188:11,21	69:20 89:9,12,19	147:14 148:8,24
<b>effort</b> 13:23 110:24	<b>engaged</b> 16:4	93:13 100:19	149:3,5 153:12
<b>efforts</b> 83:11	18:13 24:11 53:12	103:19,21 105:17	155:8,12 169:9
<b>either</b> 22:3 32:22 34:19 88:5 115:2	91:21 105:11	105:19 114:25	<b>estimate</b> 20:16
144:4 145:24	109:24 110:25	115:17 125:17	<b>et</b> 1:7 6:7 7:9
199:10,16 205:10	146:8 149:6	133:1 159:19	147:8 211:4,4
<b>elaborate</b> 18:9	197:18	167:19 188:11	212:1,1 213:1,1
<b>emh</b> 5:4	<b>engagement</b> 93:21	194:19	<b>evade</b> 65:24 76:6
<b>emily</b> 2:19	93:22 205:1,5	<b>equal</b> 135:17	184:25
<b>employed</b> 16:8 17:8,13 94:17	<b>engaging</b> 153:11	141:6	<b>evaluation</b> 93:20
174:21 175:17	188:19	<b>equipment</b> 93:2	97:19
<b>employee</b> 122:23 175:21	<b>engineering</b> 19:22	<b>equity</b> 100:20	<b>event</b> 174:8
<b>employees</b> 16:10 16:11 94:18	19:24 20:1,2,11	101:7,11,18	<b>eventually</b> 141:21
127:14,15,23,23	83:24	<b>errata</b> 211:11,13	<b>everybody</b> 103:24
<b>employment</b> 85:15 87:21 94:15 102:8	<b>engineers</b> 20:12	211:17	<b>evidence</b> 196:1
102:11 103:20	<b>enter</b> 24:7 93:16	<b>error</b> 174:2	198:20
165:22 175:24	134:4	<b>esq</b> 2:3,3,9,13,14	<b>exact</b> 143:6
176:2,5,8,9 177:5	<b>entered</b> 23:4	2:17,17,18,18,19	<b>exactly</b> 47:4 99:11
177:13 178:14,17	144:13,20 146:25	3:2,2	140:15
178:23 179:9	<b>entering</b> 143:1,13	<b>esquire</b> 211:1	<b>examination</b> 4:3
181:6 205:25	146:12	<b>essence</b> 23:6	8:19
<b>enable</b> 26:24	<b>enters</b> 23:24	<b>essential</b> 127:24	<b>examined</b> 185:24
<b>encrypted</b> 99:17	<b>entirely</b> 65:12	<b>essentially</b> 19:9	<b>example</b> 84:7
<b>ended</b> 19:15,16 45:23 94:22	77:24	27:1 94:21 98:1	127:12 188:18
	<b>entities</b> 15:4 19:5	<b>establish</b> 176:21	206:4,6
	67:9,15 73:13,22	<b>established</b> 176:24	<b>exception</b> 99:10
	74:14,18 101:4	<b>establishment</b>	<b>exchange</b> 5:13
	105:25 108:19	15:20	52:14 99:24
	128:5 130:10	<b>estate</b> 14:13,14	190:13
	132:13,22 133:7	15:7 21:6,8,11	<b>excluding</b> 69:24
	133:10 156:11,13	22:14 40:2,6,24	<b>exclusive</b> 140:20
	156:17 168:2	41:2 42:14 52:5	<b>execute</b> 35:12
	206:8	54:9 55:14 83:6	<b>executed</b> 20:22
			32:25 35:5 97:17

[executed - foregoing]

Page 14

134:6 <b>exemption</b> 141:9 <b>exercise</b> 19:17 <b>exercises</b> 88:3 <b>exhibit</b> 4:6,7,9,10 4:12,14,15,17,19 4:20,22,23 5:1,2,4 5:5,7,9,11,12,14 5:15,17 12:18,22 13:5,7,8,10,11,12 13:14 36:10,11,20 51:15 56:17,19 71:5 75:10 81:6,8 88:19,21 116:1,3 118:24 122:2,3 123:11,13 128:16 128:19 133:18,21 147:18,20 157:9 157:11 160:19,24 162:18,19,21 168:20 170:6 172:4,6 174:13,16 178:1,3 179:25 180:2 182:12,14 185:14 187:7,9 190:6,7,9 195:22 195:23 196:7 200:17,19 202:17 202:19 <b>exhibits</b> 195:25 <b>existed</b> 155:1 <b>exists</b> 28:3 <b>expand</b> 179:15 <b>expanded</b> 95:4 <b>expansion</b> 178:10 <b>expect</b> 49:2 125:22 <b>expected</b> 125:12 <b>expenditures</b> 35:19 <b>expenses</b> 26:15,20	<b>experience</b> 22:13 22:16 <b>explain</b> 28:16 41:18 54:11 58:21 59:17 67:9 164:21 <b>explanation</b> 41:12 <b>explicitly</b> 114:19 <b>explore</b> 61:17 67:16 111:5,22 113:7,11 166:21 <b>explored</b> 166:19 <b>extent</b> 20:6 21:19 34:5 43:17,20 52:2 58:23 61:2 72:23 77:9 105:11 107:11,12 110:5 111:9,14 112:2,7 113:14 114:24 115:22 125:10 126:21 153:18 158:7 159:10 166:8,10 173:2 194:21 195:5 <b>extra</b> 68:6 <b>eyes</b> 1:15 <b>f</b> <b>f</b> 210:1 <b>facilitating</b> 149:7 <b>facilitator</b> 4:8,18 36:21,24 37:5,8 42:10,13,21 51:14 55:8,22 122:10 123:6,9,17,23 134:15 135:11,24 136:2,5,11,14 137:20 148:21 154:24 155:3 206:4 <b>fact</b> 22:7 31:20 33:8 38:12 89:19 90:3 92:3 94:17	104:3 108:24 111:2,6 126:12,16 127:15 128:1 149:20 181:15 185:1,18 196:2 <b>factual</b> 126:15 <b>fails</b> 211:19 <b>fair</b> 29:13 102:20 <b>falkirk</b> 94:3 <b>false</b> 64:13 <b>family</b> 35:15 <b>far</b> 39:13 97:11 188:4 192:17,22 <b>farber</b> 2:10 8:5 <b>fashion</b> 110:11 <b>fbi</b> 31:16 32:25 38:21 45:22 96:2 97:13 180:23 <b>february</b> 89:2 136:13 <b>federal</b> 140:20,24 186:19 <b>fedex</b> 99:25 <b>fee</b> 27:2,17,24 30:12 31:4,9,13 107:6 133:24 140:16 <b>fees</b> 29:25 90:16 98:10 140:1,19 <b>fence</b> 66:20 <b>feolla</b> 95:2,10,11 <b>fiber</b> 17:13 19:6,7 19:8,10,10,10,12 19:17 <b>fiberoptic</b> 19:10 <b>field</b> 144:10 145:13 <b>figment</b> 168:3 <b>filed</b> 7:9 125:11 <b>final</b> 175:6 177:9 183:5	<b>financial</b> 31:17 57:10 <b>finbrit</b> 5:17 200:25 201:3,10 201:20 202:24 203:2,9,10,14,23 <b>find</b> 13:6 89:20 90:13,18,21 139:25 <b>finder</b> 88:15 <b>fine</b> 61:7 65:14 66:12 67:9,21 77:17 113:7 160:9 176:22 <b>finish</b> 150:11 <b>finishes</b> 181:5 <b>firm</b> 18:1,2,7 <b>first</b> 19:4 25:7 27:5 39:2 77:5 89:8 137:8 138:18 143:20 170:20 <b>five</b> 13:15,16,24 <b>flow</b> 116:24 141:24 142:4 <b>flows</b> 125:15,23 <b>focused</b> 80:24 93:24 <b>folded</b> 45:10 74:25 75:8 <b>folks</b> 16:19 95:4 <b>follow</b> 177:23 179:23 181:25 <b>followed</b> 7:20 171:18 <b>following</b> 57:11 195:20 200:15 202:15 204:11 <b>follows</b> 8:18 <b>foregoing</b> 141:5 213:5
--	--	---	--

[foreign - going]

Page 15

<b>foreign</b> 140:20 <b>forgotten</b> 18:20 19:5 <b>form</b> 6:8 24:6 41:16 42:1,5,16 43:6 45:15 46:10 47:14 54:15 55:1 55:17 57:1,14 59:6,19 60:15 71:12 72:12 103:15 105:4 109:1,18 116:15 117:12 118:6 130:20 158:4 171:15 172:25 188:15 189:1 <b>formal</b> 15:19 <b>formalistic</b> 113:6 113:8 <b>formalities</b> 6:6 <b>formally</b> 15:13 <b>forman</b> 2:19 6:4 7:13 8:2,11 <b>formation</b> 16:1 <b>formed</b> 15:10,11 15:14,16 69:20 <b>former</b> 18:5 94:8 <b>forming</b> 51:17 <b>forth</b> 62:7 <b>forward</b> 21:16 22:4 39:15 40:20 117:1 146:2 <b>forwarding</b> 179:2 <b>foundation</b> 171:16 189:2 <b>founded</b> 16:5 <b>four</b> 31:15 38:23 38:24 48:14 173:15 <b>fraud</b> 128:8	<b>frazier</b> 92:22,23 <b>free</b> 153:19 189:19 <b>frequency</b> 32:5 <b>frequently</b> 32:2 <b>friend</b> 95:12,13 <b>friendly</b> 95:15,18 <b>front</b> 36:13 71:6 118:25 157:22 159:6 161:1 162:24 187:10 <b>fulfill</b> 17:1 <b>fulfilling</b> 17:2,3 <b>full</b> 22:1 25:23 94:18 207:22 <b>fully</b> 127:17 <b>fund</b> 44:23 51:22 52:3,4 94:22 139:14 141:17,19 <b>funded</b> 50:21,25 <b>funds</b> 93:12 115:4 115:8 132:15,18 132:21,25 133:3,6 133:9 159:13,21 159:25 160:4,22 168:5 171:4 173:14 <b>further</b> 49:7 209:2 <b>future</b> 55:11 80:10 84:12 98:2 141:22 145:5 149:8	<b>general</b> 15:2 77:7 84:3 85:20 96:11 100:6,7,13 150:6 156:13 166:2 <b>generalized</b> 38:6 85:11 <b>generally</b> 47:7 96:14 104:22 105:6 106:18 <b>generate</b> 138:15 144:4 <b>generated</b> 141:22 <b>generating</b> 137:24 138:10 143:21 <b>generic</b> 37:21 <b>gentleman</b> 92:23 95:18 100:24 <b>geographically</b> 33:16 93:24 <b>getting</b> 13:8 <b>gibson</b> 2:4 9:7 <b>gibsondunn.com</b> 2:6,6 <b>gift</b> 164:10,20,22 164:23,23,25 165:3 167:8,17,21 168:17,23 169:13 169:21 170:3,8,9 170:10,25 171:3 <b>gifted</b> 59:23 64:25 165:13 168:13,19 171:12 <b>gifting</b> 165:5,17 <b>gifts</b> 162:10,14 <b>give</b> 20:15 25:18 40:4 48:1 113:6 116:7 136:19 195:1 207:7 <b>given</b> 26:16 136:13,15 138:3 207:25 210:9	213:9 <b>giving</b> 48:11 <b>gmail.com</b> 3:14 <b>go</b> 10:25 12:20 13:13 22:1 34:11 34:15 42:8 49:5 49:15,16,19 50:6 70:5,16 77:4 93:15 116:6 118:16 122:1 136:7 140:17 143:18 146:2 162:15 163:25 169:17 182:4,5 190:7 207:18 <b>godaddy</b> 58:4,5 <b>goes</b> 27:18 195:5 207:23 208:2 <b>going</b> 9:9 37:22 39:15 40:10,19,20 41:13 44:6 48:3 49:10 50:7 52:3 65:8 66:2,9,10 68:8 70:7,20,22,24 72:22 81:22 90:10 97:1 107:4,4,6 110:4 113:15 117:18 118:18 119:21 120:8,10 126:19 129:21 135:8 139:17 143:17 144:18 145:5,11,16,20 150:10 153:23 158:19 159:8 160:10 166:7,16 176:10 177:20,23 179:14,19,23 181:21,25 182:4,5 182:7 189:24 195:3,4,11 202:4
--	---	--	--



## [going - information]

Page 16

204:14 <b>good</b> 7:1 8:21,22 12:20 66:8 173:25 210:4 <b>google</b> 189:3 <b>government</b> 14:18 46:12 <b>grand</b> 91:24 <b>graph</b> 4:24 157:24 159:6 <b>graphic</b> 159:11 <b>graphs</b> 159:9 <b>great</b> 61:15 <b>grella</b> 17:9,9,12,20 17:23,24 18:3,4,5 18:19,20 19:2 100:24,25 101:1,3 101:8 <b>gross</b> 30:12,16 31:1,2 33:6 40:11 40:13,15 41:5,14 42:7 52:15,19 53:5 55:25 135:17 139:6 140:16 145:7 147:2 <b>group</b> 18:24 19:1 19:9 200:24 <b>guess</b> 22:10 <b>guys</b> 48:21 65:14 117:3 152:5 179:15	<b>happening</b> 33:8 68:7 <b>happens</b> 135:6 <b>happy</b> 50:1 68:21 77:4 91:19 120:2 120:23 124:23 158:8,18 166:13 166:22 181:20 189:20 <b>hard</b> 26:17 46:11 53:15 56:11 103:23 180:24 181:8,10 <b>harder</b> 16:6 <b>hate</b> 85:18 <b>hats</b> 67:14 <b>haynie</b> 3:13 6:9 7:16 <b>he'll</b> 164:6,6 <b>head</b> 10:14 84:16 197:12 <b>heads</b> 116:7 <b>heard</b> 78:20 100:19 186:7 <b>hearing</b> 6:8 48:24 <b>held</b> 7:12 15:8 172:13 <b>help</b> 21:20 54:11 <b>helping</b> 35:3 <b>hereto</b> 213:7 <b>hey</b> 67:5 <b>hide</b> 168:3 <b>high</b> 89:11 <b>highly</b> 1:15 123:5 <b>hind</b> 128:5 <b>hm</b> 196:18 <b>hold</b> 105:13 <b>holdings</b> 1:7 2:8 7:8 8:6 29:20 91:22 211:4 212:1 213:1	<b>home</b> 23:12,13 45:23 96:2 97:13 181:9 <b>hope</b> 154:15 157:4 <b>host</b> 190:16 <b>hotels</b> 51:1 <b>hour</b> 65:15,24 66:7 77:11,19 112:12 129:23 184:25 185:19 204:3 <b>hours</b> 47:21 68:20 179:15 181:18 186:20 202:3 <b>houscal</b> 2:18 <b>house</b> 31:16 180:23 <b>houseal</b> 2:13 8:7 <b>huh</b> 10:14 <b>human</b> 197:10 <b>hyatt</b> 2:10 8:5 <b>hyper</b> 113:5 <b>hypothetical</b> 128:10	<b>imagination</b> 68:12 <b>imagine</b> 158:5 <b>impact</b> 18:16 <b>impair</b> 11:4 <b>imposed</b> 94:15 102:11 141:2 <b>improper</b> 113:20 120:16 <b>inaccurate</b> 134:24 <b>inappropriate</b> 65:12 66:2,14 153:25 154:4,5 <b>incentive</b> 17:25 <b>include</b> 44:4 147:14,15 <b>included</b> 70:13 77:6 <b>includes</b> 69:18 <b>including</b> 20:13 141:1 181:8 190:16 <b>income</b> 141:3 165:2 <b>incumbent</b> 90:18 <b>independent</b> 17:4 17:7 20:9 22:5 <b>index</b> 4:1 <b>indiana</b> 18:25,25 <b>indicate</b> 175:2 <b>indicated</b> 57:9 137:11 210:5 <b>indicating</b> 62:11 <b>individual</b> 94:24 <b>individuals</b> 88:11 92:20 94:24 127:13 201:2 <b>industrial</b> 92:24 145:12 <b>inform</b> 156:14 <b>information</b> 35:18 83:19 85:4,14,14
<b>h</b>	<b>h</b> 3:2 212:3 <b>hamby</b> 3:2 <b>hand</b> 210:11 <b>handling</b> 10:3 <b>happen</b> 22:12 <b>happened</b> 22:7 91:17 102:2 125:15 169:17	<b>i</b> [REDACTED] 183:9 [REDACTED] 178:10 [REDACTED] 146:1 180:10,13,15 184:8 <b>idea</b> 71:21 73:10 146:23 154:20 183:24 192:23 <b>identified</b> 55:6,8 139:13 <b>identifier</b> 97:9 <b>identify</b> 29:15,18 97:8 128:7 <b>identifying</b> 98:1 <b>identity</b> 105:2 168:3	

[information - know]

Page 17

85:21 86:1,7 153:7 155:6 156:10,19,22 169:4 193:9 197:11,13 <b>initial</b> 38:4 <b>inquiry</b> 174:2 <b>instance</b> 137:22 <b>instructed</b> 77:2 <b>instructing</b> 69:3 69:11 75:22 76:17 78:16 195:15 <b>instruction</b> 177:24 <b>instructions</b> 5:18 182:1 202:25 203:2 <b>instructs</b> 10:24 <b>intend</b> 138:7,14 208:9 <b>intended</b> 30:15 31:2 42:7 44:22 53:5 154:8 167:23 169:1 <b>intending</b> 41:4 107:1 <b>intensional</b> 9:18 <b>intent</b> 89:20 <b>intention</b> 31:14 43:23 55:9 134:7 <b>intentionally</b> 134:24 <b>interacting</b> 59:3 184:5 <b>interaction</b> 69:19 69:22 <b>interactions</b> 69:17 69:21 <b>interest</b> 52:6,7,8,9 52:11 141:1 <b>interested</b> 15:6 210:10	<b>interface</b> 135:8 <b>interference</b> 49:21 <b>interfering</b> 50:3 63:25 68:13,15 <b>interrogatories</b> 12:2,13,14 <b>interrupt</b> 85:18 <b>interruption</b> 84:16 <b>invest</b> 89:22 90:19 90:22,23 91:4 <b>investor</b> 89:11 <b>involve</b> 130:11 145:14 <b>involved</b> 58:11 105:1 108:25 110:17 126:7,10 126:10,11 138:5 145:16 197:4,7 198:7,12,23 <b>involvement</b> 58:25 186:8 <b>involves</b> 67:20 203:4 <b>involving</b> 167:8 186:4,6 190:15 <b>irrelevant</b> 48:24 48:25 <b>irrevocable</b> 121:4 121:6 <b>irs</b> 168:4 <b>issue</b> 111:15 118:1 <b>issued</b> 12:16 44:19 <b>issues</b> 186:14 <b>items</b> 141:6 <b>j</b> <b>january</b> 32:21,22 38:20 39:4,5,9,12 136:14 <b>jcl</b> 5:6 20:8,18 21:19,21 22:8 178:7	<b>jd</b> 8:12 <b>jd.thomas</b> 3:5 <b>jennifer</b> 3:13 6:9 7:15 <b>jennifercourtrep...</b> 3:14 <b>job</b> 83:14 <b>jobs</b> 18:15 <b>john</b> 3:2 5:16 200:24 201:1 <b>johnny</b> 5:6 17:9 19:19,20,22 20:7,8 20:13,19 21:19,22 22:7 133:7 178:6 178:16 179:2,5 <b>joined</b> 8:7 <b>joint</b> 146:3 <b>judicial</b> 126:14 <b>july</b> 5:6 119:3 178:7,17 <b>june</b> 5:4 15:12 16:1 103:4,6 174:19 177:9 <b>jus</b> 10:1 <b>k</b> <b>k</b> 4:16 122:8 <b>keep</b> 49:10 139:2 152:7,11 176:7 <b>keeping</b> 177:13 <b>keeps</b> 25:21 <b>keith</b> 92:22,22 <b>kept</b> 134:17 <b>kill</b> 23:2 <b>kin</b> 210:10 <b>kirschner</b> 3:1,9,10 8:13 53:10 60:4 132:23 133:1 208:17 <b>knew</b> 84:8,10 146:17,18	<b>know</b> 9:5 10:7 17:13 19:14 20:16 23:19 26:9 28:7 28:12,13,20 30:11 33:1 36:7 39:13 46:12,22 47:4,7 50:15 53:16 56:11 63:14,19 65:6 67:1 68:10 70:14 71:8 72:10,19 75:7 81:20 87:9 87:16 88:16 93:11 94:4 96:13 97:10 99:2,14,19,21 101:5,25 112:3 117:7,9,23,23 123:4,8 124:3 125:14,17,24 127:12 128:12 131:5,24 136:7 139:24 142:11,12 144:11,25 146:10 146:21 148:3 149:19,21 151:11 152:6,18,24 154:7 154:8,15 155:1 157:2 159:1,10 161:16 164:14 169:19 171:2,25 172:3,16 173:13 173:18,22 174:9 174:10,12 176:3 177:7 179:1,3 182:24 184:4,15 189:4,9,10 192:9 192:10,11,15,16 193:4 194:5,13 196:20 197:24 205:12 206:19,20 206:24,25 208:2,7
---	---	---	---

[knowing - little]

Page 18

<b>knowing</b> 144:14 <b>knowledge</b> 66:22 67:6,10 75:11 76:19,21,23 77:1,6 77:9 78:1,18 85:12 112:16 119:11,12 122:21 124:11 125:9 149:13 193:21,22 194:23 <b>known</b> 65:1 129:17 146:1 191:10 193:9 196:23,25 197:2 198:5 <b>knows</b> 63:20 67:4 67:7 <b>knoxville</b> 79:11 80:22 106:19 107:25 108:1,3 <b>kr</b> 182:25 <b>kram</b> 122:13 <b>kyle</b> 91:7 116:23 117:11,21 182:25 184:6 187:16 188:3,20,22,24 189:8	<b>land</b> 80:6,9,14,19 87:12 93:21 96:25 102:5 <b>landlord</b> 84:17 <b>landowners</b> 14:18 <b>lands</b> 80:7 <b>language</b> 117:3 <b>large</b> 89:23 92:23 92:25 93:1 110:24 <b>lawyers</b> 117:4 <b>laying</b> 62:24 <b>lays</b> 140:15 <b>lead</b> 40:7 <b>leads</b> 143:11 <b>leah</b> 2:14,18 <b>learning</b> 23:9 <b>lease</b> 37:25 83:21 84:5,18 87:10 <b>leave</b> 75:25 208:9 <b>leaving</b> 57:9 <b>led</b> 19:10 <b>left</b> 30:7 68:20 76:7 102:17,23 103:4 105:12 106:5 109:17 114:8,14,25 115:14 124:22 185:19 204:4 <b>legal</b> 55:2 197:16 204:21 205:8,19 205:22 206:2 211:23 <b>length</b> 127:16 <b>lens</b> 155:16,17 <b>letter</b> 205:1,5 <b>letters</b> 208:12 <b>level</b> 105:21 <b>levies</b> 140:21 <b>lia</b> 8:8 <b>liable</b> 140:23	<b>license</b> 3:13 4:21 27:1,11 28:9,14 30:12,23 31:4 37:7 38:1,3,5 133:24,24 134:1,8 134:9,18,19 135:5 135:10,16,22 136:1,16,24 137:2 137:10,12,19,23 138:9 139:16,18 140:1 144:13 148:25 154:23 155:25 <b>licensed</b> 26:24 27:11 143:19 <b>licensee</b> 135:15 140:23 141:5,9 <b>licensing</b> 4:8 27:16 27:24 28:2,10 30:2 31:9,13 32:7 32:9,19,23 33:5,9 33:11 36:9 37:2,4 38:2 <b>licensor</b> 135:16 139:18 141:3,6,8,9 <b>lies</b> 67:23 <b>lieu</b> 141:8 <b>life</b> 112:6 <b>likes</b> 66:21 <b>lim</b> 5:6 17:9 19:19 19:20,22 20:8,13 20:19 21:19,22 22:8 133:7 178:7 178:16 179:2,5 <b>lim's</b> 20:7 <b>limit</b> 65:15,24 76:6 112:8 185:1 202:3 <b>limitations</b> 94:15 102:11 <b>limited</b> 70:12 113:15	<b>limiting</b> 141:4 <b>limits</b> 76:11 204:8 <b>line</b> 44:18 58:7 61:3 70:18 203:2 203:6 212:4,7,10 212:13,16,19 <b>lines</b> 154:1 166:25 167:3 <b>listed</b> 69:13 <b>listen</b> 120:10 <b>listening</b> 121:2 132:11 190:4 <b>literally</b> 67:2 150:18 155:23 <b>litigation</b> 56:25 116:13 180:21 <b>little</b> 2:17 8:1,1 13:16 41:16 42:5 42:16 43:6,17 45:15 46:10 47:14 48:2,5,13,19,25 49:7,11,18,24 50:5 54:15 55:1,17 57:1,14 59:6,19 60:15,22 61:1,7,11 61:15,18 62:13,17 63:1,5,16,21,24 64:1,8,12,16 65:7 65:13 66:7,12,13 66:15,24 67:2,19 67:22,25 68:4,15 69:5,9,13,16 70:1 70:4,10,22 71:12 72:12,21 73:4 75:15,22 76:1,13 76:20 77:3,13,17 78:4,12,19 103:15 105:4 109:1,18 110:4,19 111:8,24 112:2,21,25 113:3 113:8,13,19
<b>I</b>			
<b>I</b> 17:20,20,21,21 25:3,8 <b>labelled</b> 36:20 <b>lack</b> 62:17 171:16 189:2 <b>lacy</b> 59:5 62:16 154:12 156:23 164:18 165:4 167:18 207:9,12 207:14,17,20,22 207:24 <b>laid</b> 111:16			



[little - managing]

Page 19

114:18 115:21	<b>local</b> 140:24	190:15,23	178:5,10,12,20,25
116:15 117:12,15	<b>located</b> 7:13 80:19	<b>loved</b> 94:12 104:3	179:22 180:6
118:6 119:5,13,21	<b>locater</b> 17:14 19:7	<b>lumpy</b> 23:7,7	181:16 182:18,22
119:23 120:8,15	19:12	<b>lunch</b> 118:20	184:1 185:1 186:9
120:21 123:25	<b>locator</b> 19:8	160:8,12	187:14,14,22
124:19 125:3,7	<b>lodging</b> 26:19	<b>m</b>	188:2 190:13,25
126:9,24 127:8,25	68:16	<b>machine</b> 210:7	191:6,16 192:2,4,7
128:9 129:20	<b>long</b> 15:8 23:6	<b>mack</b> 2:19	194:23 196:3,10
130:20 132:4	94:8 158:9 166:13	<b>mail</b> 3:14 4:11,14	196:11,11 197:24
137:4 144:15	205:14	4:16 5:4,6,8,11,13	201:1,15,16
146:15 150:10,17	<b>look</b> 20:14 22:11	5:14,16 57:12,15	202:23 203:1
150:22 151:1	24:24 26:10 36:10	57:18,20,23 58:7	<b>mailed</b> 117:7
153:10,14 154:3	56:19 64:14 81:8	58:16,21,24 59:1,9	181:15
155:18,20 158:4	83:16 104:5 116:3	60:18 61:22,23	<b>mailing</b> 117:24
158:13 160:9	128:18 133:20	62:1,8,24 64:9,19	176:1 177:4
163:5,22,24 164:3	139:24 147:20	64:22 65:21 66:19	178:16 179:21
166:7,19,25 167:2	154:17 157:10	66:20 67:5,17,20	180:17 183:22
171:15 172:25	160:24 161:19	71:10,11,18 72:1,8	184:12,14
176:10,20 177:14	168:20 172:6	72:9 76:14,15	<b>mails</b> 58:6 64:15
179:11 181:12	174:15 180:2	79:23 81:11,13	71:17,25 72:4,8
182:10 184:21	185:13 200:18	82:6,10,13 99:25	86:19,24 109:3
185:9,15,24,25	202:18 205:15	100:1 104:19,22	111:1 113:9 126:5
186:6,15,19,22	<b>looked</b> 134:15	104:23,23 106:21	126:23 131:18
187:1,4 188:13,15	145:18 146:1	107:13,20,21	188:9
189:1,15,17	205:13	108:23 109:5	<b>making</b> 64:1 108:9
190:19 192:13	<b>looking</b> 13:18,19	110:16 111:3,17	110:1
193:16 194:20	51:15 88:6 90:23	112:25 113:25	<b>management</b>
195:17,24 197:15	125:16 180:24	116:17,19,20,22	39:16 138:1,12,16
198:1,19 199:7,12	<b>looks</b> 59:23 151:3	117:8,20 118:3	143:5,8,23 144:9
199:21 200:2	168:21	119:4,10,22 122:7	144:17 145:2,6
201:25 203:24	<b>loosely</b> 21:20	122:9,16,18,21,25	147:4 150:7
211:1	<b>loss</b> 57:8 164:10	125:21 126:11,12	<b>managers</b> 156:12
<b>llc</b> 1:7 5:1 7:8	164:12 165:1	126:12,22 127:6	<b>managing</b> 14:23
23:17 55:4 161:5	<b>lot</b> 22:10,12 42:17	127:10,13,18	14:25 22:19,20,21
190:14,22 211:4	90:15 109:3	128:2 129:2 130:1	43:15,22 44:21
212:1 213:1	115:25 136:21	130:10,25 131:3,4	54:21 62:20 64:21
<b>llp</b> 2:4,10,19	152:2 154:14	131:12,13,15,20	65:3 71:15,20,23
<b>loans</b> 73:25 74:2,8	168:22	131:22,22 132:1	72:17 73:9 74:5
74:9,10,15,19	<b>loudon</b> 100:4	163:16 167:7,9	79:16 91:9 124:7
132:12 139:22	<b>loudoun</b> 81:25	170:23 174:24	159:18,19 197:17
	94:7 97:3,7	175:2 176:25	197:23 198:4,21

[manufacturer - near]

Page 20

<b>manufacturer</b> 93:2 <b>mapping</b> 19:10,11 19:17 20:1 88:3 <b>marked</b> 12:18 36:11 56:17 81:6 88:19 116:1 122:3 123:11 128:16 133:18 147:18 157:9 160:19 172:4 174:13 178:1 179:25 182:14 187:7 190:6 195:23 200:17 202:17 <b>markups</b> 205:10 <b>marshal's</b> 99:15 <b>material</b> 9:18,19 <b>materials</b> 207:1,9 <b>math</b> 183:16,17 <b>matter</b> 7:7 9:8 68:17 99:23 177:17 185:3 <b>mattered</b> 177:11 <b>matters</b> 111:18 127:10 185:16 194:22 <b>meal</b> 26:19 <b>mean</b> 14:16 16:22 16:24 18:10 23:2 27:15 30:17 32:4 35:21 37:25 41:10 41:11 44:16,18 50:23 60:17 72:2 72:6,7 73:15 84:6 86:18 95:14 119:7 119:9 127:11 137:24 143:20 157:1 162:12,14 164:25 175:12,13 180:22,23	<b>meaning</b> 101:14 117:3 <b>means</b> 27:16 28:25 72:3 107:22 139:19 165:1 183:4 184:4 189:14 <b>meant</b> 16:25 28:20 28:23 85:8 192:16 <b>mechanism</b> 21:25 <b>media</b> 7:3 <b>medication</b> 11:4 <b>medicine</b> 11:14 <b>meet</b> 64:5 <b>meeting</b> 158:25 159:3 <b>meldahl</b> 79:19 80:13 81:14 82:5 <b>memo</b> 180:11 <b>memory</b> 37:16,21 <b>mention</b> 91:17 <b>mentioned</b> 15:5 17:17 19:3,19 22:18 32:12 37:2 40:9 45:24 52:23 96:21 100:25 101:1,12 118:14 135:21 136:10 140:2 161:7 <b>mere</b> 185:1 <b>messaging</b> 79:25 <b>midatlantic</b> 211:15 <b>middle</b> 150:23 186:2 207:21 <b>mike</b> 18:3,4,19 100:24,25 <b>mile</b> 101:23 <b>million</b> 41:9,20 184:3 201:10,11	<b>mind</b> 135:7 <b>mine</b> 18:5 89:6 168:10 <b>minutes</b> 68:20 76:8 176:14 195:7 204:4 <b>mis</b> 117:13 <b>mischaracterizes</b> 59:7 105:5 130:21 171:16 <b>misconstrues</b> 189:2 190:19 198:19 <b>misstate</b> 27:6 <b>moment</b> 17:16 37:9 75:3 93:4 <b>money</b> 27:25 29:2 30:24 31:23 38:16 44:19 45:23 46:8 46:22 47:11,16,23 50:13,16,20 51:20 52:3 53:22,25 54:4 84:2 90:6 92:3 98:17 121:11 125:14,23 132:2 139:3 142:14 165:5,7 167:14 168:23 170:18 171:7,9,10 173:19 173:20 203:9 <b>monies</b> 30:18,19 33:9 34:6,14 35:13 39:11 43:24 45:18 47:13 48:8 50:16 51:24 54:11 55:6,10,12,25 56:3 74:17 98:3,24 99:7 121:8 142:3 142:18 157:6 161:12 163:11 167:12 168:12,14	169:23 170:5,14 203:14,22 <b>month</b> 23:8 91:24 <b>months</b> 31:15 38:21,23,24 <b>montreal</b> 96:14 <b>morning</b> 7:1 8:21 8:22 <b>move</b> 21:16 22:4 121:3 <b>moved</b> 173:20 <b>multiple</b> 54:4 67:14,22 126:13 <b>n</b> <b>n</b> 25:7 <b>name</b> 7:14 9:3 17:11,18,19 18:20 19:4 24:25 25:4,8 82:8 102:6,6 172:13 173:1,2 175:3 207:17,18 207:19,19,21,22 207:24,25 208:2 <b>name's</b> 25:7 <b>named</b> 100:24 <b>names</b> 71:19 128:5 <b>nashville</b> 2:21 3:4 6:4 7:14 <b>national</b> 129:7 154:14 <b>nature</b> 14:21 16:3 18:16 21:21 23:16 27:11,23 28:9 32:15 80:7 89:13 89:18 92:10 101:21 105:9 116:22 129:9,11 155:12 <b>ndbs</b> 89:11 93:12 <b>near</b> 81:4
---	---	--	--

[necessarily - obtain]

Page 21

<b>necessarily</b> 28:13 80:18 85:9 198:5 <b>necessary</b> 213:6 <b>need</b> 10:6,9 35:9 47:20,23 120:22 150:15 <b>needed</b> 9:25 20:11 41:20 50:22,24 83:16 <b>needs</b> 151:1 <b>negotiating</b> 97:16 100:3,5,11,12,13 <b>neighborhood</b> 30:10 <b>neither</b> 144:5 210:9 <b>nelson</b> 1:14 2:15 5:6 6:2 7:5 8:3,16 8:23 43:9 44:11 44:13,16,20,21 50:13 60:2 62:9 64:18 66:17,19 70:7 71:5 105:14 105:15,18,22 118:24 128:4,18 129:3,25 148:19 148:20 153:16 154:7 160:16 164:2,8 167:7,24 168:12 170:13 172:14 176:19,24 177:12 178:6 179:13,19 183:21 187:15 189:6,19 190:17 194:13 195:19 196:3 204:20 205:18 207:12 211:5 212:2,24 213:2,4 213:12	<b>nelson's</b> 153:24 <b>net</b> 30:12 31:1 59:23 141:3 183:14 201:19 <b>never</b> 90:13 95:25 97:11 101:6 130:21 144:11,22 <b>new</b> 20:4 102:4 <b>nine</b> 13:6,9,12,20 <b>nod</b> 10:14 <b>non</b> 140:25 <b>noncompete</b> 87:23 <b>normal</b> 177:19 <b>north</b> 7:8 79:12 80:22 133:13,16 168:5 <b>northstar</b> 2:8 <b>northwest</b> 2:4 <b>notary</b> 6:9 210:3 210:15 213:13,19 <b>note</b> 43:21 44:8 45:7,9,10 47:20 61:3 74:23,24 75:1,4,9 78:15 185:15 195:24 211:10 <b>noted</b> 213:7 <b>notes</b> 26:24 41:8 41:20,23 42:4,8,23 43:4 44:1,4,10,11 44:16,25 45:2,5,13 45:19 46:5 51:23 51:25 52:24 53:24 54:5,17 55:12 56:5 74:11,20 75:5,6 139:10,14 141:16,21 142:13 142:19 147:8 <b>notice</b> 4:6,19 6:6 12:3,4,15,21,24 13:1 48:18 70:13	125:10 126:14 129:1 130:16 131:10 210:5 <b>nova</b> 89:11 93:4 93:12 <b>november</b> 96:8 98:9 173:17 196:14,24 <b>number</b> 7:11 12:18 36:11 56:17 59:21,22,22,22,23 59:24 69:14 81:6 88:4,19 94:1,17 116:1 117:3 122:3 123:11 128:16 133:18 147:18 148:15 157:9,12 157:18 160:19 161:20 162:18 172:4 173:16 174:1,4,13 178:1 179:25 182:14 187:7 190:6 195:23 200:17 201:2 202:17 <b>numbers</b> 13:19,19 64:25 71:19 184:2 <b>numerous</b> 186:4 <b>o</b> <b>o</b> 25:8 <b>oath</b> 9:12,15,20 160:17 <b>object</b> 10:23 43:19 54:15 110:4 119:21 166:7 195:3 199:10,12 <b>objected</b> 48:21 49:24 <b>objecting</b> 75:15 77:8	<b>objection</b> 41:16 42:5,16 43:6,7 45:15 46:10 47:14 55:1,17 57:1,14 59:6,19 60:15 62:13 63:1 65:7 68:16 71:12,13 72:12,21 73:5 76:2,11 77:13 78:4,12 103:15 105:4 109:1,18 111:11,13 115:21 116:15 117:12 118:6 119:5 120:14,17 123:25 124:1,19 125:2,3,5 128:9 129:20 130:20 132:4 137:4 144:15 146:15 153:10,14 153:17 155:18,20 158:4 163:5 171:15 172:25 176:10 177:14 179:11 181:12 182:9 184:21 188:13,15 189:1 190:19 192:13 194:20,21 195:17 197:15 198:1,19 199:7,21 200:2 201:25 203:19,24 <b>objections</b> 6:7 48:22 63:5 64:1 75:16 119:13 124:4 126:25 182:7 <b>observed</b> 118:20 160:12 <b>obtain</b> 83:3 207:8
--	---	---	--

[obtained - part]

Page 22

<b>obtained</b> 47:16 207:1,4	115:12 116:9,10 116:12 118:13,16	<b>opinions</b> 205:7	<b>owns</b> 92:23,25
<b>obviously</b> 8:24 135:7	118:24 121:4 122:1,12 123:13	<b>oppidan</b> 88:3 96:4 96:5,16,20 97:4,15 98:3,10 99:13,25	<b>p</b>
<b>occa</b> 154:15	123:15,16,22	<b>opportunities</b> 40:5 40:5 156:16	<b>p</b> 25:8
<b>october</b> 96:8 98:8 98:9 173:17	134:1,8,13 139:16 144:13 145:10	<b>opportunity</b> 184:23 185:17 189:18	<b>p.m.</b> 160:11,14 204:15,18 208:25
<b>odd</b> 174:3,7	146:5,11,24 147:21 149:24	<b>opposed</b> 137:19 155:19	<b>page</b> 4:2 13:6,8,12 13:13,14,15,16,18 13:20,24 138:14 139:12 143:20 157:13,16,19 158:12 161:20 184:2 212:4,7,10 212:13,16,19
<b>offer</b> 64:5	151:21 152:1,3,22 153:1 155:14	<b>order</b> 94:22 106:15 120:20 125:5,12 126:1 168:3 169:4 186:24 207:9	<b>pages</b> 48:21
<b>office</b> 23:10,13 99:15	157:21,24,24 159:5,8 160:16,25 167:16 172:9,11 173:6,9 174:15,18 178:4 180:4 181:1 187:13 189:13 190:11,13 194:17 196:10 200:21,23 201:9 202:21,23 203:3,7 204:12 208:4,19	<b>original</b> 80:25 <b>originally</b> 45:9 <b>outcome</b> 210:10 <b>outdated</b> 177:10 <b>outlined</b> 90:16 <b>outlines</b> 141:11 <b>outlook</b> 58:5 <b>outlook.com</b> 82:11 174:25 175:1 190:18 191:1 196:12 201:5 203:5 <b>outlook.com.</b> 57:19 <b>outset</b> 21:3,5 <b>outside</b> 49:3 51:2 60:16 72:24 95:16 125:8 <b>outstanding</b> 41:8 <b>owing</b> 142:17 <b>owned</b> 53:9 81:23 87:12 88:5 94:8 102:5 <b>ownership</b> 52:11 53:2,7	<b>paid</b> 27:20 29:25 30:3,18 34:2 46:4 53:25 54:12,13 55:12 62:11 91:24 129:7 141:7,7,21 142:5,18 <b>paper</b> 100:12 175:5 <b>paragraph</b> 39:2 <b>parikh</b> 2:3 7:24,24 13:15 128:20 162:19,21 172:8 180:3 182:13 190:10 196:7 200:20 202:20 <b>park</b> 129:7 <b>part</b> 13:10 43:4 44:1,24 61:2 66:15 90:17 132:5 132:9 147:10 158:8 164:19 165:24 166:17 170:1 181:22 189:16,18,24 193:10,13 195:7 195:12 198:5 200:11 202:5
<b>offices</b> 6:3			
<b>official</b> 210:11			
<b>officially</b> 109:11			
<b>offset</b> 165:2			
<b>oftentimes</b> 15:4			
<b>oh</b> 11:13 157:21 173:25			
<b>ohio</b> 108:15,17,20 175:7,7			
<b>okay</b> 12:20 14:9 16:22 21:12 22:18 23:23 24:18 27:3 27:23 29:4,11 30:5 31:19 32:12 32:18 33:14 34:13 36:2,20 37:2,12 38:23 40:19 42:10 43:1 44:13 46:3 47:10 49:9 52:6 54:23 56:22 57:12 59:2,12 60:1 62:3 62:6 64:16 66:6 72:9,19 75:10 78:9 81:11 82:10 82:13 88:9,22 90:17 92:9 93:3 96:23 98:10 100:7 100:25 105:24 106:10 107:7 108:22 114:12,23	<b>okla</b> 157:5 <b>oklahoma</b> 157:5 <b>omission</b> 9:19 <b>once</b> 38:17 114:24 <b>open</b> 124:22 208:9 <b>operate</b> 33:22 74:14,18 157:6 <b>operates</b> 18:2 <b>operating</b> 5:13 15:18 76:15 117:1 117:2 118:15 190:14,22 <b>operation</b> 138:4 <b>operational</b> 51:3 <b>operations</b> 55:10 67:15 <b>opinion</b> 84:21 85:12 129:16		

[part - personally]

Page 23

204:6 205:15 <b>partially</b> 169:14 <b>participants</b> 198:17 <b>participate</b> 40:8 158:2,17,22 159:2 184:7 <b>participated</b> 86:10 158:6,15 <b>participation</b> 128:8 201:18 <b>particular</b> 10:3 88:15 197:19 <b>particularly</b> 67:17 <b>parties</b> 88:11 135:13 208:8 <b>partner</b> 22:19 <b>partners</b> 7:9 <b>partnership</b> 17:9 17:12,22,23,24 18:21 101:3,8 187:19 189:7 <b>party</b> 23:25 29:7 210:10 <b>passed</b> 30:13,20 <b>pat</b> 62:4 143:19 150:18 155:20 157:14 <b>path</b> 68:24 <b>patrick</b> 2:3 7:22 9:3 48:2,13 64:9 68:1 69:9 76:1 77:3 126:9 154:3 167:3 <b>patten</b> 95:2 <b>pay</b> 37:22 38:15 39:11 40:10,14 41:4,13 42:8 45:19 51:3,20,22 51:25 53:5,22 54:5,17 55:24	56:5 90:15 98:24 99:7 107:6 121:11 135:16 139:5,17 141:5 142:19 144:20 145:7 171:7,9,10,14 <b>paying</b> 52:23 53:5 53:23 141:8 142:13 147:7,12 <b>payment</b> 54:2 140:24 200:25 201:3 <b>payments</b> 34:1 35:19 42:22 43:3 142:9 <b>payoff</b> 139:22 141:16 <b>pays</b> 27:16 <b>pdf</b> 13:19 157:20 <b>peaks</b> 4:16 104:16 115:9,13,14 117:2 117:14,22 119:3 122:8,11 123:7,21 123:24 125:16 127:3,7 145:14,17 145:21,22,22 146:1,5,8,13 147:15,17 168:6 180:13,15 183:1 183:11 184:20,24 187:16 188:20 <b>penalties</b> 141:1 <b>pending</b> 137:5 <b>people</b> 113:9 127:15 128:1,4,12 190:16 200:24 <b>percent</b> 27:18,19 30:6,7,8 33:6 40:10,15 41:4,13 42:7 52:14,18 53:5 55:25 135:17	135:19,19 136:20 139:5 140:16 144:21 145:7 147:2 201:19 <b>percentage</b> 30:3,5 184:3 <b>perfectly</b> 64:2 66:21 <b>perform</b> 38:13 40:20 41:2 83:5 89:14 90:11,12 93:7 95:22 96:4 96:10,16 97:4 101:10 102:14 105:7 107:1 109:8 109:12 115:12,19 119:2 121:14 133:12,15 204:21 207:12 <b>performed</b> 26:21 29:9 38:9 54:24 55:4,11 88:12 101:15 119:10 144:2,23 167:19 <b>performing</b> 29:22 39:6 40:1 41:2 51:5,8,11 91:8 118:4 198:9,14 <b>performs</b> 24:19 119:16 <b>period</b> 31:8 55:4 103:3 178:13 <b>periodically</b> 153:4 <b>permission</b> 71:25 72:5 110:7,10 <b>permit</b> 58:18 <b>permitting</b> 123:1 <b>person</b> 43:9 44:20 105:22 122:23 <b>person's</b> 25:4	<b>personal</b> 8:25 24:23 34:3,12 42:23 45:2,9 46:23 47:11 51:22 51:25 52:6,24 54:17 55:15 71:18 71:25 72:4,8,14,17 72:23 73:1,16 74:7,12 76:4,6,24 77:6,9,11,20,21 78:6,18 85:12 104:23 110:8 111:17 112:4,6,12 112:15 113:16 114:6 115:3,18 117:8 119:11,25 124:13,21 125:9 127:10 129:17,22 132:5,6 139:22 153:24 154:16 155:21 162:15 166:12 172:19 176:13 181:21 184:11,17,24 185:2 186:9,21 188:8,14 189:14 193:4,7 194:16,23 194:25 195:5 197:1,12 198:25 199:22,25 200:3,5 201:17,23 202:1 203:15 204:1 <b>personally</b> 26:25 41:19 44:5 47:5 47:20,22 52:21 53:6 55:10 71:17 74:24 109:19 111:12 119:7 131:6 148:14 153:16,22 158:7 158:15,17 167:23
---	--	---	--



[personally - process]

Page 24

169:1,22 <b>perspective</b> 31:17 129:13,14,15 136:19 146:22 <b>pertinent</b> 207:6 <b>peterson</b> 4:13 88:16,25 89:21 91:4 92:18,22,25 93:7,8,13 <b>peterson's</b> 89:12 90:19 <b>phase</b> 22:2 <b>phone</b> 79:23 117:25 <b>piece</b> 100:12 143:8 144:3 <b>pieces</b> 16:20 <b>pitch</b> 79:18 80:4 <b>pitched</b> 79:7 106:20 <b>pitching</b> 81:3 <b>place</b> 31:10,13,16 32:19,24 33:11 99:5,7 139:2 210:5 <b>placement</b> 46:6 <b>places</b> 51:1 <b>plaintiff</b> 7:6 <b>plaintiffs</b> 1:5,16 2:2 6:2 <b>play</b> 169:7 <b>player</b> 103:24 <b>playing</b> 150:16 193:22,24 194:6,9 194:14 <b>please</b> 7:18 50:3 117:1 120:7 150:23 154:7 <b>poe</b> 24:24 <b>point</b> 8:15 30:2 42:20 48:19 89:11	102:20 108:9 113:4 131:5 135:21 155:5 166:8 174:22 203:7 <b>pointing</b> 84:9 159:14 160:2 <b>pointone</b> 29:20,21 29:22 31:6 88:5 88:10 91:8,22 92:4,11,14,15,21 93:3,15,15,16,19 94:1,14,17 104:2 <b>points</b> 83:21 84:5 <b>portion</b> 13:7 164:20 165:12,18 201:11 <b>position</b> 23:1 49:1 49:2 57:10 78:20 78:20 84:11,24 85:1 166:4 193:12 193:14,18 197:9 197:22,23 198:3 <b>positions</b> 84:7 86:21 <b>possess</b> 178:22 <b>possessed</b> 180:25 <b>possession</b> 176:4 181:1 <b>possessions</b> 181:8 <b>possible</b> 123:4 153:5 173:21 183:3 <b>possibly</b> 52:22 91:2 174:2 <b>post</b> 94:16 114:2 177:13 178:23 179:9 <b>potential</b> 14:19 40:4 79:8 80:9 93:23 96:17 98:2	108:2 143:12 149:9 <b>potentially</b> 18:14 40:7 51:2 79:12 80:15 81:21 82:18 83:25 88:15 89:21 90:20 93:20 101:25 104:1 <b>power</b> 94:23 <b>practical</b> 136:19 <b>preference</b> 111:13 <b>preferred</b> 83:23 <b>preliminaries</b> 9:4 <b>preliminary</b> 20:1 <b>preparation</b> 12:1 12:7,10 14:3 37:14 180:20 207:10 <b>prepare</b> 11:18 126:5 175:21 206:14,17 <b>prepared</b> 14:6 25:25 70:15 148:3 151:4,19 <b>preparing</b> 207:2,5 208:12,13 <b>pres</b> 150:5 <b>present</b> 3:7 7:17 105:14,15 <b>presentation</b> 158:2 <b>presented</b> 142:6 <b>presidents</b> 156:12 <b>presumably</b> 22:2 40:3 <b>pretty</b> 33:13 111:16 113:3 167:2 <b>prevent</b> 11:15 <b>previous</b> 191:19	<b>previously</b> 32:14 40:9 46:15 71:13 73:6 82:7 85:3 106:25 109:22 114:7 153:17 161:7,12 163:1 170:13 206:19 <b>price</b> 20:15 183:6 183:11,12 <b>primarily</b> 90:1 <b>principal</b> 14:23,23 14:25 22:20,21 43:15,23 44:21 54:21 62:20 64:21 65:3 71:15,20,24 72:17 73:9 74:5 79:16 91:9 124:7 159:16,17,18,19 197:17,23 198:4 198:22 <b>principals</b> 95:1 <b>prior</b> 15:19 30:19 30:22 39:1,4,9,12 74:23 97:24 99:3 99:6 125:4 126:1 160:21 178:12 <b>privileged</b> 120:13 125:2 <b>probably</b> 17:14 32:1 66:8 94:4 206:12 <b>procedure</b> 6:5 <b>proceed</b> 86:2 <b>proceedings</b> 11:5 209:3 <b>proceeds</b> 44:22 140:16 144:21 145:7 182:25 183:1 201:19 <b>process</b> 135:17 137:23,24 138:9
---	---	--	---

[process - question]

Page 25

139:19 143:19,21 208:12 <b>produce</b> 149:14,15 <b>produced</b> 56:25 116:13 148:10,13 148:14,18,18 151:13,17,22 <b>product</b> 205:8 <b>production</b> 148:20 148:20 <b>professional</b> 105:20 <b>profit</b> 53:13 <b>profits</b> 184:7 <b>project</b> 18:22 20:10,14 21:21,21 22:1 23:3 24:16 40:8 41:23 80:12 82:24 83:7,9,15,18 83:25 84:2 86:25 87:4 88:6 96:25 97:2,7 100:4,5 101:19 103:22,25 104:7 105:1,3 106:23 107:14,25 108:1,4,6,8,9,12 114:15,21 156:8 179:6,10 <b>projects</b> 14:20,20 18:13,19 19:12 20:2 21:13,15 22:10 39:19 40:16 40:17,18 79:18 80:4,4,10,11,16 88:1,15 89:21,25 90:1,9,13,18,21,23 91:1 94:11 96:17 96:18 97:5 102:16 102:22,25 103:1,2 103:7,11,13 104:20 108:15,17	108:19,22,25 138:6 141:25 145:9,11 <b>promissory</b> 74:11 <b>promptly</b> 141:5 <b>proper</b> 47:17 72:25 78:18 119:25 181:17 <b>property</b> 97:8 190:15,23 <b>proposal</b> 20:20,21 20:21,24,24 21:25 <b>propose</b> 81:22 82:3,4 <b>proposed</b> 4:22 147:23 165:19 <b>proposing</b> 80:13 82:2 107:12 <b>propositions</b> 79:9 <b>proprietary</b> 137:24 138:10 143:21 <b>proprietorship</b> 23:19,21 <b>prosecutors</b> 158:3 <b>protective</b> 120:20 125:5,11 126:1 <b>prove</b> 187:6,6 <b>provide</b> 9:15 11:9 25:9,12 39:15 54:13 67:10 83:10 83:19 85:22,24,25 86:12 90:3 93:18 103:18,19 109:15 119:18 138:8 141:9 143:2,4,14 147:1 171:4 205:19,22 206:10 <b>provided</b> 37:17 52:14 58:17 75:24 85:3 89:7,19 98:7	159:13 196:3,4 <b>provides</b> 42:21 <b>providing</b> 21:6 52:18 59:4 83:20 87:14 92:11 112:18 117:6 143:9 169:12 <b>provision</b> 87:24 <b>provisions</b> 84:13 <b>pstones</b> 2:6 <b>public</b> 6:10 210:4 210:15 213:19 <b>pull</b> 123:13 175:20 <b>purchase</b> 188:2 196:18 <b>purely</b> 138:3 <b>purport</b> 108:24 118:5 126:19 197:5 <b>purported</b> 107:15 <b>purporting</b> 68:10 110:14 136:22 <b>purports</b> 39:14 <b>purpose</b> 27:23 28:5 42:22 49:19 51:16,19,21 53:23 60:9 62:10 64:2 75:14 78:10 123:22 124:3,17 129:12 132:2 137:9 139:1,11 140:3,6,11 141:14 141:16 148:5 149:25 157:5 163:21 164:9,16 164:17,22,23 165:20 168:8,17 169:11,13,19,20 170:3,5 171:3 172:16,21 177:3 177:12 183:22,25	184:16 <b>purposes</b> 6:4 46:24 47:12,12,24 61:4 68:12 113:9 126:13 128:2 130:13 140:3 152:14 153:11 162:9 166:4 175:24 185:3 186:10 202:11 207:1 <b>pursuant</b> 14:20 29:25 33:10 38:16 210:4 <b>pursue</b> 54:8 94:23 95:25 98:23 108:4 108:17,19 <b>pursued</b> 108:8 <b>push</b> 84:5 <b>pushback</b> 83:21 <b>put</b> 27:25 30:23 31:13 32:19,23 33:11 55:11 64:12 86:21 95:19 98:19 106:21 148:6 172:1 175:13,14 199:9 <b>putting</b> 140:9 153:1 197:20
<b>q</b>			
<b>q2</b> 175:5 <b>q4</b> 32:20 33:1 <b>qualification</b> 96:11 97:20 <b>qualifying</b> 98:1 <b>question</b> 10:2,19 10:20,25 11:1 21:3 29:12 31:1 39:24 46:25 47:22 48:4,14 55:19,20 62:9 63:10,13			

[question - record]

Page 26

65:10 66:25 73:3 75:23 76:8,14,18 77:1,2,4,7,21,23 80:25 85:23 89:17 102:21 103:23 111:15,25 112:3 113:20 114:17 118:8 119:15 120:7,9 121:1 123:3 124:1 126:24 127:2 128:12 137:5,8 144:6 149:23 150:9,13,15,21 151:2 153:15 158:14,14,19 163:22,25 164:4 166:6 170:2 173:25 174:8 177:15,18,24 181:5,14,20 189:18 190:3 194:11 195:2,6,11 195:16 197:10 199:4,8,8,9,11,13 199:15 200:14 203:18,25 204:10 <b>questioning</b> 61:3 70:19 <b>questions</b> 6:8 9:9 9:16 10:9,18 11:7 48:17 49:3 64:11 64:19 65:20,23,25 66:3,4 68:1,5,19 69:2 76:10 110:20 112:6,8 113:14 125:8 126:2,6,19 127:1,21 129:23 155:15 158:18 163:2,19 164:5 166:11,23 170:12	179:16,20 181:13 182:11 185:4,18 185:20,21 186:12 186:21,25 199:4 202:11 203:16 208:6,8,16,18,22 <b>quickly</b> 33:13 <b>quite</b> 110:23 186:8 <b>r</b> <b>r</b> 2:17 17:20,21 25:3,8 210:1 212:3,3 <b>ramstetter</b> 4:16 91:7,13,14,17,20 91:23 122:8 183:1 184:6 187:16 188:3,20,22,25 189:8 <b>randomly</b> 32:5 <b>rate</b> 142:22 <b>reach</b> 20:12 79:17 79:22 131:13 <b>reached</b> 91:3 <b>read</b> 37:9 69:9 76:21,22 89:15 135:14 138:13 143:18 150:8 196:8 211:9 213:5 <b>reading</b> 6:11 <b>reagan</b> 8:8 <b>real</b> 14:13,14 15:7 21:6,7,11,15 22:14 40:2,6,24 41:2 42:14 52:5 54:8 55:14 83:6 85:19 91:21 92:12 93:23 94:10 101:20 105:12,22,24 106:3 107:4 109:24 114:7,12 141:25 142:23	143:2,16 147:14 148:8,24 149:3,5 153:11 155:8,12 169:9 <b>reason</b> 13:13 28:16 35:10 37:7 125:20 136:18 151:9 167:16 170:24 211:11 212:6,9,12,15,18 212:21 <b>reasonable</b> 9:23 85:13 <b>reasons</b> 54:4 139:7 184:22 <b>recall</b> 19:2 23:21 38:17,18 39:25 80:6 91:3,5,6,18 91:23 92:1 98:5 99:9 100:9,10 135:22 137:1,9,21 138:20 148:11 153:2 184:5 205:21,24 206:1,8 206:9 <b>receipt</b> 160:22 168:5 201:10 211:18 <b>receipts</b> 30:12 33:6 40:11,13,15 41:5,14 42:7 52:15,19 53:6,12 55:25 139:6 147:2 <b>receive</b> 29:2 31:20 52:13 53:7 58:13 58:18 90:6 92:3 93:12 98:3,10 115:4,8 131:11,18 132:12,15,18,21 132:25 133:3,6,9 151:11 155:6	156:9,22 159:20 159:21 160:4 167:17,21 205:7 <b>received</b> 25:19,20 53:12 92:2 121:9 157:1,2 159:25 161:13 173:13 203:14 208:10 <b>receiving</b> 98:15 130:18,22 148:11 151:9 153:3 165:11 166:5 <b>recognize</b> 12:24 36:16 56:22 116:10 125:7 147:25 156:20 172:24 173:4 182:25 <b>recollection</b> 136:9 136:15 183:8 <b>recommendations</b> 205:10 <b>record</b> 5:1 7:2 10:23 46:16,21 47:25 48:12,17 49:6,12,15,17,19 50:2,8,9,11 63:23 64:2,4,12 66:11 67:10 68:22 69:10 70:5,5,16,21,25 71:1,3 75:21 76:2 76:22 77:4 78:16 78:21 110:13 111:5 118:17,19 118:22 120:13,25 134:14 160:11,14 161:4,20 185:16 186:1 196:5 204:15,16,18 208:24 210:9
--	---	---	---



[recorded - rest]

Page 27

<b>recorded</b> 7:3 10:7 210:7	154:9 156:23 161:12 205:20,23 206:22 208:14	<b>relation</b> 142:25 <b>relationship</b> 27:8 39:8 69:16 92:17 95:11,16 102:24 103:2 105:9 134:17,21 135:1 140:4,13 141:12 141:15,18 146:12 157:7	<b>replaced</b> 136:2 <b>replacing</b> 136:5,11 <b>reporter</b> 3:12 6:10 7:16,21 10:8 49:13 54:7 117:17 140:22 181:4 <b>reporter's</b> 76:22 <b>represent</b> 9:7 107:9 153:8 154:9 159:11
<b>records</b> 25:10,10 25:13,21 38:19 205:11,16 207:4,6	<b>regarding</b> 14:19 35:18 71:18 163:16 190:22	<b>relationships</b> 37:18	<b>representative</b> 7:5 9:2,11 11:19 43:10 66:23 70:8 75:12 82:14,16 131:8 153:19 192:25 201:21
<b>refer</b> 43:11	<b>regardless</b> 193:19	<b>remainder</b> 30:20	<b>represented</b> 119:4 119:20 156:4
<b>reference</b> 37:4 174:1,4	<b>regards</b> 15:6	<b>remained</b> 50:17	<b>representing</b> 111:21,21 192:20 192:23 193:2,5
<b>referenced</b> 99:16 211:6	<b>regener</b> 170:21	<b>remaining</b> 120:1 176:14 179:13 195:7	<b>request</b> 35:11,12 <b>requested</b> 207:7
<b>referrals</b> 39:20	<b>regenerative</b> 159:12,22 160:2 160:23 162:2 170:16,20,21	<b>remember</b> 19:14 36:8,17 37:6 54:1 80:2 88:10,18 99:10,11 102:5 134:5 152:1 162:18 163:1 173:18 206:12	<b>require</b> 18:14 126:15
<b>referred</b> 152:8 161:12	<b>region</b> 175:8	<b>remington</b> 94:3 104:6,6	<b>required</b> 9:15 39:17 213:13
<b>referring</b> 12:13,15 37:3 42:2 43:14 44:10 45:3 60:6 74:4,5,7 84:14 86:24 87:8 134:17 135:2 153:15 192:8 194:18	<b>regular</b> 189:19	<b>remotely</b> 7:18	<b>reserved</b> 6:8,12 208:13
<b>reflective</b> 114:4	<b>relate</b> 40:21 41:15 95:22 155:7 156:1 163:4,8,8 166:20 179:16 182:23 191:3,5,6,18 196:16	<b>render</b> 127:18	<b>respond</b> 10:13,25
<b>refresh</b> 37:16,20 183:8	<b>related</b> 5:13,17 29:23 36:4 40:16 41:3 58:9 63:7,12 76:5 77:21 83:7 90:25 101:4 104:20 126:20 129:6 130:3,13 131:19 133:1,4,7 133:10 134:10 170:16 173:14 178:10 179:5,9 190:14 197:6,25 202:24 205:16	<b>renrets</b> 44:12,16 45:5,11,13 74:20 74:23 75:1 129:8 132:19 139:10	<b>responding</b> 10:9
<b>refuse</b> 69:1 76:17 179:20 200:9 202:4	<b>relates</b> 18:10 81:20 159:9 178:9 183:9 185:3 191:11,14,16,17 196:20	<b>repaid</b> 26:25 41:21	<b>response</b> 81:17
<b>refused</b> 127:21 163:2 189:20	<b>regan</b> 2:14,18	<b>repay</b> 41:22 44:24 139:14	<b>responses</b> 9:16
<b>refuses</b> 189:21	<b>regard</b> 42:3 81:15 107:14 121:4	<b>repaying</b> 42:4	<b>responsibilities</b> 15:2,23 16:2
<b>refusing</b> 63:10,13 64:18 73:3,8 120:25 131:23 132:9 185:8,9,19 185:21 186:5,11 186:15 189:13 190:3 195:19 199:3,14 200:14 202:14 203:16	<b>relating</b> 141:4	<b>repeat</b> 117:18 <b>repeatedly</b> 202:9 <b>rephrase</b> 29:13 55:19 85:22 89:17 103:18 194:11	<b>responsible</b> 45:12 197:19 <b>rest</b> 65:16

[retained - see]

Page 28

<b>retained</b> 21:20 83:1,13 94:2 <b>retainer</b> 98:14 <b>retaining</b> 20:8 <b>return</b> 211:13,17 <b>returning</b> 50:10 71:2 118:21 160:13 204:17 <b>returns</b> 25:23 26:1 26:7,12 206:14,17 207:2,10 <b>revenue</b> 27:18,20 135:18 142:21 <b>revenues</b> 141:22 <b>review</b> 11:25 12:3 12:6,9 37:13 90:9 205:9 211:7 <b>reviewed</b> 12:12 13:4,25 86:15,17 86:19,22 204:22 <b>reviewing</b> 87:8 <b>revised</b> 58:8 163:20 170:16 <b>rfp</b> 4:11 81:16,20 <b>richmond</b> 81:5,5 <b>right</b> 8:21 22:17 44:15 49:12 56:1 57:13 59:5 73:18 76:9 84:18 107:2 143:3 144:16 145:3 146:6 155:10 169:25 193:2,3 208:6 <b>rights</b> 208:13 <b>rod</b> 23:22 27:13 28:8,13 34:19 38:4 57:7,8,13 59:9,21,22 60:7,21 62:12,24 64:24,24 71:11,18 129:3 130:1 131:12,21	131:25 135:7 136:16 137:11,16 137:21 141:13 148:4,6 150:5,5 151:10,12,17,19 152:9,13,19 153:2 153:3,9 154:12 155:7,9 156:10,23 159:25 160:23 162:6 167:18,25 169:2 170:15,21 204:20 205:5 <b>rodney</b> 15:17 35:9 69:17,20,20 75:8 121:20,21,23 160:5 205:18 <b>role</b> 14:22 15:1,3,8 15:24 17:1 67:8 67:13 87:18 107:14,23 108:11 110:23 112:9 115:9 127:22 156:14 169:6 193:22,24 194:4,5 194:6,8,14 197:10 198:9,14,21,25 199:5,18,22,25 200:3 201:10,12 201:24 203:8,12 203:13,15,21 <b>roles</b> 128:6 <b>ronnie</b> 35:1 <b>room</b> 7:17 8:9 10:8 146:21 <b>roughly</b> 30:10 32:1 <b>royalties</b> 139:12 <b>royalty</b> 135:15,15 135:16 139:17 140:16	<b>rule</b> 77:11,19 <b>rules</b> 6:5 70:14 75:25 76:13 186:20,23 <b>run</b> 9:3 100:24  <b>s</b>  <b>s</b> 25:3 212:3 <b>safe</b> 203:19 <b>saith</b> 209:2 <b>salary</b> 23:1 <b>sale</b> 196:18 <b>sara</b> 2:9 8:4 <b>satisfy</b> 42:23 43:4 44:1,7 <b>save</b> 84:2 <b>saving</b> 83:25 84:1 <b>savings</b> 172:22,23 173:3,6 <b>saw</b> 163:11 165:9 <b>saying</b> 35:9 63:6 111:22 126:11 134:25 149:10,18 170:9 191:12,14 194:8 <b>says</b> 37:1 42:25 57:16 58:8 59:20 76:16 81:16 90:2 112:9 116:23 122:12 123:19 125:16,21 129:7 136:25 144:16 145:2 150:2 151:18,24 168:19 172:18,22 173:15 178:11 180:12 183:19,20 187:22 190:22 194:18 196:18 <b>sbodner</b> 2:12 <b>schedule</b> 59:4	<b>schemes</b> 128:8 <b>schreck</b> 2:10 8:5 <b>scope</b> 49:23 50:1 67:12,12 69:3,6,8 71:13 75:24 120:17 125:6 181:17 208:14 <b>scott</b> 4:13 88:16,25 89:11,21 92:17 93:7,8 <b>screen</b> 12:22 13:6 13:11 <b>scroll</b> 13:11 <b>sd</b> 81:17,18 82:17 83:1,3,5,11,19 84:19 85:6,22,24 85:25 86:7,12,25 86:25 87:4,6,15,20 87:23 <b>sd's</b> 83:11 <b>seal</b> 210:11 <b>search</b> 33:1 <b>seattle</b> 25:1 <b>second</b> 2:20 7:13 17:17 19:4 138:19 143:18 <b>section</b> 37:10 161:23 <b>secure</b> 26:10 <b>see</b> 12:23 13:5,20 25:17 39:21 42:14 43:23 56:21 71:19 81:10 88:22 89:15 102:2 104:9 116:12,16 122:4 122:12,15 123:8 128:21 129:2,5 133:22 136:25 138:13 147:21 148:15,17 149:12 157:23 158:11
--	---	---	--

[see - sorry]

Page 29

159:5,5,14 160:3 161:4,22,23 162:1 162:5 163:11,16 168:12,14 172:12 172:15 173:17 174:17,18,20,24 178:4,5,8,9,11 180:6,9,10,12 182:17,18,21,22 183:5,7 187:13,19 187:22 190:13,21 190:25 196:11 200:23 201:1,4,6 202:23 203:1,3,5 <b>seek</b> 126:1 133:15 <b>seeking</b> 77:18 82:17,23 <b>seen</b> 26:8,8 101:6 101:6 148:1 152:2 157:24 <b>selection</b> 96:11,21 <b>send</b> 36:4 58:24 59:1 71:17,25 72:4,8,10 81:16 <b>sending</b> 71:10 <b>sense</b> 90:15 136:21 155:11 156:21 157:3 <b>sensitive</b> 177:4 <b>sent</b> 26:11 38:4 62:24 64:22 82:5 82:13 107:13 109:3 131:21,25 211:14 <b>sentinel</b> 81:19,22 88:6,9 103:12 <b>sentinel's</b> 82:22 <b>separate</b> 110:20 125:17 144:1 <b>series</b> 182:4	<b>serve</b> 51:17 <b>served</b> 172:17 <b>services</b> 1:4 7:8 15:5 19:23,25 20:7,11 24:20 28:10,12 29:22 34:2 37:11 38:7,8 38:9,13 39:6,16,17 39:22,25 40:21,23 40:25 41:2 42:14 55:7,7 58:17 60:11 83:5,6,10,20 83:24 84:4,16 85:25 87:15 88:12 89:7,13,18 90:4,12 91:7 92:10,13 93:8,18 95:21 96:5,10 97:22 98:6 101:2,10,15 102:14 103:19 105:8,20 107:2,5 109:9,12,15 115:12,19 117:5 118:5 119:2,11,16 119:18 133:13,15 134:16 136:22 137:1 138:1,7,10 138:12,16 139:20 143:3,4,5,14,23,25 144:2,9,17,22,25 145:2,6 147:5 148:23 159:12 207:13 <b>set</b> 23:18 31:3 35:3 62:7 76:13 87:3 139:6,22 146:1 153:8 169:2,5 204:24 <b>setting</b> 141:14,18 184:6	<b>setup</b> 21:18 <b>seven</b> 13:13 47:21 65:15,24 68:20 77:11,19 179:15 181:18 184:25 186:20 202:3 204:3 <b>seventeenth</b> 2:10 <b>share</b> 35:18,22 84:19 86:7 87:20 87:23 102:7 <b>shared</b> 152:19 153:1 <b>sharing</b> 152:14,16 <b>sheet</b> 211:11 <b>shell</b> 128:4 186:24 187:2 188:11 <b>shield</b> 186:25 <b>short</b> 10:4 23:5 <b>shorthand</b> 210:7 <b>show</b> 122:2 151:12 <b>showed</b> 97:13 164:3 168:20 170:7,23 <b>showing</b> 64:23 <b>shown</b> 126:4 <b>shows</b> 38:21 <b>sic</b> 65:17 <b>side</b> 136:20 192:7 192:8 194:18 <b>sides</b> 48:14 <b>sigma</b> 159:12,14 159:21 160:2,23 162:2 170:15,20 <b>sign</b> 211:12 <b>signature</b> 34:24 89:4,5 210:14 <b>signed</b> 37:23 87:10 89:1 134:5 211:20 <b>signing</b> 6:11	<b>signs</b> 26:12 <b>similar</b> 140:25 182:5 185:3 <b>simple</b> 116:24 <b>simply</b> 70:14 84:21 85:1 86:9 144:4 <b>single</b> 24:16 174:3 <b>sir</b> 70:2 73:13 <b>sit</b> 193:21 <b>site</b> 20:1 81:23,24 88:3 94:7 96:11 97:9,19 104:5 106:19 145:22 178:10 <b>sites</b> 79:8 80:6,8,9 80:19 81:2 88:4 93:23 96:21 98:2 <b>sitting</b> 63:14 146:21 149:12 155:14 <b>six</b> 31:15 62:8 69:14 <b>slide</b> 157:11,16 <b>smart</b> 2:17 8:10,10 208:17 <b>smith</b> 2:14,18 8:8 <b>snowflake</b> 56:11 <b>social</b> 100:20 101:7,10,18 <b>sole</b> 23:18,20 122:23 <b>solicit</b> 15:6 <b>solutions</b> 159:12 159:22 160:2,23 162:3 170:16 211:23 <b>sorry</b> 11:12 12:16 13:23 16:24 17:11 21:3 32:7 80:24 89:8 114:16
---	--	--	--

[sorry - structure]

Page 30

117:17 123:21	<b>spoke</b> 8:24 134:8	55:5,21 56:18	172:5,10 173:5
128:25 133:20	<b>stable</b> 18:17	57:4,17 59:11,25	174:14 176:18,23
145:23 149:1	<b>stage</b> 100:14	60:19,23 61:5,9,13	177:22 178:2
151:19 153:21	<b>stake</b> 53:2,7	61:16,20 62:15,23	179:18 180:1,5
162:20 172:7	<b>stamp</b> 57:3 149:10	63:2,9,19,23 64:4	181:24 182:3,12
174:15 187:9	<b>stamped</b> 149:18	64:10,14,17 65:11	182:15 185:7,13
190:8 205:4	151:24	66:6,9,13,16 67:1	185:20,23 186:2
<b>sort</b> 22:15 126:15	<b>stand</b> 60:1,3	67:4,21,24 68:2,9	186:11,17,22
158:6	<b>standard</b> 172:22	68:25 69:7,11,15	187:3,8,12 188:17
<b>sorted</b> 186:14	172:23 173:3,6	69:24 70:3,6,12	189:5 190:1,2,7,12
<b>sorts</b> 128:2	<b>standing</b> 10:2	71:4,22 72:13	190:24 192:18
<b>sounds</b> 43:11	210:4	73:2,7,12 75:21	193:17 195:15,18
100:3	<b>star</b> 7:9 133:13,16	76:12,25 77:12,15	195:21 196:5,9
<b>source</b> 90:14	168:5	77:18,25 78:8,15	197:21 198:8,24
<b>south</b> 2:20 7:14	<b>start</b> 12:21 14:9	78:22 81:7 88:20	199:11,17,24
<b>space</b> 23:10	21:3 65:8 80:3	103:17 105:10	200:13,18,22
<b>speak</b> 11:22 18:17	<b>started</b> 65:19	109:4,21 110:12	202:8,13,18,22
171:24 196:5	180:24	110:21 111:20	203:18,20 204:9
<b>speaking</b> 91:13,14	<b>state</b> 6:10 7:18	112:1,14,24 113:2	204:12,19 208:5
104:22 105:6	76:2 140:20,24	113:5,10,18,21	<b>stop</b> 48:11 50:3
<b>specialty</b> 17:1	<b>stated</b> 70:4 73:6	114:22 116:2,18	63:24 68:13
<b>specific</b> 56:12	114:7 191:19	117:19 118:9,16	120:22
83:10 84:13 90:10	<b>statement</b> 5:3	118:23 119:8,14	<b>stopped</b> 68:4
101:24	172:12 173:3	120:4,6,12,19,24	<b>straightforward</b>
<b>specifically</b> 30:9	192:24	122:1,5 123:12	167:3
36:17 38:18 43:21	<b>statements</b> 35:21	124:10 125:1,4	<b>strategic</b> 93:20
111:15 137:21	<b>states</b> 1:1 7:10	126:3,18 127:6,20	<b>strategies</b> 17:10
206:13	140:25 192:6	128:3,13,17,22	17:12,22,23,24
<b>specifications</b>	<b>stay</b> 51:1 66:10	129:24 131:1	18:21 101:3,8
86:22	<b>steering</b> 13:23	132:8 133:19	177:8
<b>specify</b> 22:11	<b>steps</b> 138:17	137:7 144:19	<b>strategy</b> 175:5
<b>speculation</b>	<b>stipend</b> 26:19	146:19 147:19	<b>street</b> 2:10 3:3
128:10 192:14	<b>stokes</b> 2:3 4:3 7:22	150:14,20,24	<b>structure</b> 4:9,22
194:21	7:22 8:20 9:3	151:8 153:23	27:22 31:3 37:21
<b>speeches</b> 48:1,12	12:19 13:18,22	154:6 155:24	38:6 51:17 57:6
<b>spell</b> 17:19 25:2,6	36:12 41:25 42:9	157:10,15 158:10	59:15,18 62:25
<b>spending</b> 47:16	42:19 43:13 44:3	158:21 160:7,15	63:3 72:11 75:13
<b>spent</b> 140:1	45:17 46:14 47:25	160:20 162:17,20	75:14 78:3,10,11
161:13	48:4,6,16,23 49:5	162:23 163:10,23	113:6 147:24
<b>sphere</b> 40:6	49:9,16,20,25	164:1,7 166:18,24	153:8 156:15
	50:12 54:10,19	167:4,6 171:21	163:3,8,21 165:19

[structure - testimony]

Page 31

167:8 169:5 170:17 171:4 184:6 186:24 187:20 189:6,7 <b>structured</b> 27:13 28:13 <b>structures</b> 101:5,6 187:2 <b>structuring</b> 29:1 <b>study</b> 18:24 19:1 101:23 <b>stuff</b> 22:12 51:3 <b>subject</b> 28:10 30:11 58:7 122:9 181:18 187:19 190:21 201:2 203:2 <b>submitted</b> 26:1 <b>subscribed</b> 213:14 <b>subsequently</b> 74:25 <b>substance</b> 72:10 78:2,9 184:1 <b>substantively</b> 10:13 <b>success</b> 86:5 <b>successful</b> 39:18 86:11 <b>sudden</b> 127:11 <b>sued</b> 125:18 <b>suggest</b> 105:8 159:24 160:1 <b>suggesting</b> 134:23 <b>suggests</b> 145:18 155:8 <b>suite</b> 2:11,20 3:4 <b>supersede</b> 136:17 <b>superseding</b> 136:5 <b>supervision</b> 210:8 <b>support</b> 62:10	<b>supported</b> 60:14 <b>suppose</b> 38:24 <b>supposed</b> 140:1 162:15 169:6 <b>sure</b> 9:4,5 15:3 17:18 18:12 27:4 27:7,9 29:5,11 38:3 42:11,12 46:15,21 48:19 55:22 82:9 86:15 86:17,19 90:2 98:23 104:11 134:13 135:20 148:13 154:18 164:6 166:6 168:22 170:10,24 205:13 <b>surmising</b> 99:19 99:21 <b>suspect</b> 28:22 <b>swear</b> 6:10 <b>swearing</b> 7:20 <b>sworn</b> 8:17 210:5 213:14 <b>t</b> <b>t</b> 210:1,1 212:3,3 <b>tab</b> 56:19,20 71:7 81:8 88:21 116:3 116:4 123:14 128:19 133:20,21 147:20 157:11 160:24 162:17 172:7 174:15,16 178:3,3 180:2 182:12,16 185:14 187:9 190:8,9 195:22 200:19 202:19 <b>table</b> 120:14 199:9 <b>tactical</b> 93:21,21	<b>take</b> 9:23,25,25 10:1,5,5 30:22,25 32:2,24 33:3 36:10 37:9 49:2 56:19 64:6 66:10 68:23 70:16 74:11 74:15,20 80:14 81:8 116:3,5 126:14 128:18 133:20 138:17,21 139:24 147:20 157:10 160:8,24 172:6 174:15 180:2 204:13 206:1 <b>taken</b> 1:16 6:2 7:6 11:3,12 31:6 86:20 96:25 139:10 164:11,13 173:19 210:4 <b>talk</b> 49:20,22,25 50:2,5 94:19 154:10 <b>talked</b> 65:22 95:4 99:4 122:13 133:25 148:21,25 184:22 <b>talking</b> 36:18 91:11 97:21 100:17 134:19,20 160:21 168:23 <b>talks</b> 42:13,17 <b>tax</b> 25:23 26:1,12 29:1 51:17 139:2 139:6 140:2,3,6,10 141:9,10,11 206:10,14,17 207:2,10 <b>taxable</b> 142:22 165:2 171:11	<b>taxed</b> 142:22 171:20,20 <b>taxes</b> 140:18,19,20 140:25 141:2,8 142:17 171:7,9,10 171:14 207:5 <b>technical</b> 118:1 <b>tell</b> 8:17 14:10 66:2 71:8 84:23 85:6 91:20 104:9 109:2 126:25 129:18 154:16 157:19 166:16 168:25 169:12,20 184:14 210:5 <b>telling</b> 63:11 91:23 131:24 150:18 <b>ten</b> 111:19 173:23 <b>tender</b> 87:6 <b>tennessee</b> 2:21 3:4 6:4,10 7:14 79:11 106:19 <b>term</b> 23:5,6 137:23 140:19 143:20 <b>termination</b> 84:18 <b>terminology</b> 27:7 <b>terms</b> 21:15 83:17 96:21 100:13 117:14 135:1 179:14 <b>testified</b> 8:18 61:12,14 69:21 127:9 130:22 155:22 185:2 <b>testify</b> 14:6 68:17 127:16 150:11 170:13 174:5,6 <b>testimony</b> 59:7 65:17 105:5 130:2 130:13,21 135:4
---	--	--	--



[testimony - trust]

Page 32

163:6 171:17 186:7 193:16 196:1 198:20 202:11 208:24 210:4,6,9 211:9,18 213:8 <b>testimony's</b> 113:3 <b>texarkana</b> 19:1 <b>text</b> 79:23 <b>thank</b> 38:2 204:20 <b>theoretical</b> 53:17 <b>thereabouts</b> 96:9 <b>thereof</b> 210:10 <b>thereon</b> 141:2 <b>thing</b> 158:6 195:25 <b>things</b> 9:6 14:21 18:16 31:17 38:21 42:18 112:10 125:15 130:23 135:12 143:23 148:23 149:3 168:9 <b>think</b> 17:16 20:3 23:20,21 27:17 30:25 31:2,14 35:3,4 40:2 42:25 57:24 60:24 79:23 84:15 87:16 88:14 90:1 99:14,14 101:23 108:21 110:7 111:4,8,16 112:10 116:8 124:24 126:14 127:24,25 128:1 140:17 148:19 150:14 158:16 170:24 195:13 204:3 206:24 207:11,23 <b>third</b> 19:4 29:7 161:20	<b>thomas</b> 3:2 8:12 8:12 <b>thought</b> 28:14 54:2 84:24 85:1,4 <b>three</b> 31:15 38:21 49:24 61:18 67:2 71:7 110:19,21 135:14 <b>time</b> 7:19 15:25 17:8 22:23 31:6 46:17 47:21 49:24 50:8,11 61:3,8 65:8 66:8 67:14 68:6,7 69:25 70:23,25 71:3 76:6,7,10 77:5,7 77:20 83:13 85:21 88:17 94:8,18 97:11 99:10 103:3 104:23 106:2,4 118:19,22 120:2 131:16 132:6 143:19 153:21,24 155:2,5 156:19,20 158:8,9 160:8,11 160:14 163:20 166:14 175:18 176:16 178:13 179:13 180:25 181:19,21 182:11 186:17 189:21,23 195:3,13 196:24 198:11,13,16 200:6,8 201:17 202:7 203:7 204:2 204:8,15,18 205:14 208:16 210:5 211:19 <b>timeframe</b> 211:8 <b>times</b> 18:12 24:15 48:15 67:3,23	78:21 111:19 120:18 173:23 174:11 <b>title</b> 135:12 166:3 <b>titled</b> 122:10 123:9 123:17 147:23 <b>tod</b> 79:24 <b>today</b> 8:25 9:9 11:5,7,10,16 12:7 12:10 14:6 15:20 37:14 63:15 64:3 68:13 69:25 112:7 112:18 130:2,13 146:21 149:12 155:14 170:1 193:21 199:5 208:14 <b>today's</b> 11:18 14:3 208:24 <b>todd</b> 79:19,22 80:5 80:13 81:3,14 82:5 <b>told</b> 61:18 67:22 155:21 164:18 170:3 185:10 <b>top</b> 84:15 192:7 196:11 <b>topic</b> 10:3 47:17 62:7 65:19 66:18 68:1 69:13 <b>topics</b> 12:4 13:21 13:25 14:1,7 49:4 62:6 66:17,17 67:5 70:7,13,15 125:9,14 126:22 127:4 <b>total</b> 59:21 64:23 183:14 200:10 <b>touch</b> 172:1 <b>tparikh</b> 2:6	<b>traditionally</b> 23:4 <b>transaction</b> 104:12 109:16 113:24 115:6,9,14 117:22 180:14,16 183:2,9 184:8,20 191:4,6,7,11,24 192:3,21 193:23 194:1,15 196:17 196:21 197:5,6,8 197:19,20,25 198:6,10,15,18,23 199:1,19,23 200:1 200:4 201:13,20 <b>transactions</b> 128:6 <b>transcribed</b> 210:7 <b>transcript</b> 76:23 155:23 211:6,20 213:5,8 <b>transcription</b> 210:8 <b>transcripts</b> 12:9 <b>transfer</b> 4:19 34:18 35:5,7 128:24 129:1,6,10 130:15,16,19 131:6 <b>transferred</b> 33:7 33:10 34:7,14 132:3 <b>travel</b> 26:19 51:1 <b>trisha</b> 2:3 7:24 <b>true</b> 61:17,19 64:8 64:9 66:16 75:4 76:2,20 113:12 192:24 210:8 213:8 <b>trust</b> 51:12 121:5 121:6,9,12,15,19 121:24 138:25,25 139:6,9 150:4
---	---	--	--

168:1 <b>trustee</b> 150:5 <b>trusts</b> 148:9 151:6 <b>truth</b> 8:17,17,18 193:14 210:6,6,6 <b>truthful</b> 9:15 11:9 <b>truthfully</b> 11:15 <b>try</b> 27:3 67:6 70:1 179:15 <b>trying</b> 20:2 27:6 65:15,24 104:9 106:10 109:25 110:16,22 185:25 194:24 <b>turn</b> 88:21 162:17 178:3 182:3,8 187:8 195:21 <b>twice</b> 77:4 <b>two</b> 57:25 135:13 139:13 141:12 143:23 145:19 <b>type</b> 80:12 138:4 149:5 153:12 <b>types</b> 24:6 26:15 26:18,20 38:8 40:23 80:11 89:25 101:19 156:3 <b>typical</b> 26:18 <b>typically</b> 20:20 101:20	29:11 42:11 44:9 55:19 61:13 64:23 68:2 78:19 106:10 109:25 111:20 113:10,11 118:7 125:23 127:25 140:10,14 145:4 145:10 147:5 149:25 150:2,8,25 151:21 154:4,13 157:4,7 160:17 165:12,15 166:3,6 187:4 189:23 192:19,20 193:12 193:18 197:9,22 <b>understanding</b> 30:15 32:25 40:14 43:2 55:23 62:21 137:17 139:4 142:3,8,16 143:16 144:8 153:25 191:13,15,18 <b>understood</b> 140:5 <b>undertaken</b> 41:24 <b>unfortunately</b> 94:12 <b>union</b> 3:3 <b>unit</b> 7:3 <b>united</b> 1:1 7:10 140:25 <b>unofficially</b> 109:12 <b>unreasonable</b> 84:8 84:9,10,22 85:2 <b>unrelated</b> 111:18 <b>upwards</b> 33:6 <b>use</b> 44:22 68:6 104:18 106:20 108:23 113:9 120:16 126:12 127:18 128:1,4	135:16 154:14 165:1 186:24 188:8,23 207:19 207:19 <b>utilities</b> 14:18 <b>utility</b> 18:25 84:16 88:17 93:1,2,22 <b>v</b> <b>v</b> 1:6 211:4 212:1 213:1 <b>various</b> 15:4,5 16:20 20:12 67:15 79:8 80:6 83:21 148:7 151:6 198:17 <b>vehicle</b> 188:24 <b>vendor</b> 24:13 101:17 <b>vendors</b> 24:17 86:9 <b>venture</b> 22:8 56:14 61:23 107:16 146:3 <b>ventures</b> 2:16 4:14 4:16 5:1,6,8,8,10 7:4 8:2,11 9:1,11 11:20 13:2 14:10 14:11,12,17,22,24 15:1,9,19,24 16:4 16:9,12,15 17:3,8 18:11,12,18,23 19:13,21,25 20:6,8 21:6,7,9,12,23 22:9 23:3,10,18,24 24:1,7,18 25:22,25 26:13,16,21,23 27:10 29:3,6,9,14 29:16,19 31:20,21 32:10 33:14,19 34:6,8,21 35:16 36:25 37:19 38:9	38:12,15 39:5,8,11 39:15,25 40:10,14 40:19 41:1,4,12,22 41:23 42:2,3,23 43:12,15,16,18,20 43:24 44:6,8,9,22 44:23 45:18,25 46:1,4,9,19,23 47:6,8,17,23 48:7 48:8,10 50:14,17 50:21,24 51:4 52:2,7,8,9,13,18 53:1,4,20,22 54:12 54:14,20,22 55:3,9 55:13,24 56:15,24 57:13 58:11 59:2 59:16 60:21 61:10 62:1,8,20 63:8,12 63:17,22 64:20,22 65:1,4,16,25 66:1 66:5,19,23 67:7,13 67:18,20 69:18 70:9 71:16,20,24 72:16 73:10,18 74:6 75:12 76:5 76:16 78:23,25 79:2,7,13,15 80:5 80:14 81:14 82:6 82:14,16 88:2,13 89:10 91:10,12,18 93:9,11 95:22 96:5 99:8 100:20 101:7,11,14,15,17 101:18 102:15,16 102:23 103:8 104:13,16,18,19 105:1,7,16,19,21 106:1,12,14,16,23 107:1,8,11,13,15 107:18,22 108:11 108:14,24 109:8
<b>u</b>			
<b>u.s.</b> 5:1,3 33:18 99:15 161:5,8 172:12 173:3,7 <b>uh</b> 10:14 <b>umbrella</b> 106:15 <b>unable</b> 128:7 <b>understand</b> 9:12 9:14 10:10,16,20 10:21 11:1,5 17:18 27:3,7 29:5			

[ventures - way]

Page 34

109:23 110:2,7,14 110:15,17,23 111:4,7,10 112:17 112:19,20,23 114:4,9 115:5,10 115:16 116:14,17 116:20 117:5,9 118:2,10 119:12 119:19 121:6,8,11 121:14,17,20,22 122:7,16,18,24 124:6,7,8,12 125:22 126:7,20 127:5,7 129:4 130:3,6,9,12,12,14 130:18,22,25 131:9,11,20,25 132:12,15,18,21 132:25 133:3,6,9 133:12 134:2,22 135:2 136:23 138:3 139:5,21 140:4,11 141:23 142:4,9,21,25 143:1,10,15,17 144:4,22 145:8 146:17,22,25 147:12,16 148:11 148:14,22 149:1,7 149:15,20,22 151:5,14,23 153:17 154:19,22 155:16 156:1,5,14 158:5,11,16,22,24 159:1,6,10,13,15 159:20,21,25 160:3,4,22 161:5 161:14,16 163:4,9 163:17 166:9,21 166:22 167:10,13 167:15,17,20,21	168:1,13,16 169:3 169:6,8,8,17 171:13 172:21 173:11,14 176:12 176:22,25 177:1,4 177:5,7,17 178:6 179:5,17,24 180:7 180:7,18,18 182:19 183:23 184:9,19 186:5,7 186:10 187:15,16 188:4,6,8,10,19,21 188:23 191:9,17 191:20,20 192:11 193:1,10,13,20 195:1 196:2,4,22 197:4,7,11,13,18 197:20,24 198:4,7 198:12,17,22 201:8,12,14,22 203:4,8,11 204:21 205:2,4,19 206:11 206:15,23 207:13 <b>ventures's</b> 15:24 22:13 27:19 34:14 34:15 35:2,20 36:5 43:3 47:13 51:24 54:23 55:15 57:22 58:15 60:25 69:19 71:11 72:1 72:4,7,15 105:2 106:20 108:23 109:5 110:16 111:1,3 113:25 117:20 122:21,25 126:5,21 129:13 129:15 130:1 131:3,8 142:18 161:8 163:12,14 165:8 167:22 168:11,15,18	169:14,18,23 178:20 179:22 181:16 184:13 189:11,12 191:15 192:2,22 197:3 201:9 207:2,5,10 <b>verbally</b> 10:10 <b>verify</b> 211:9 <b>veritext</b> 211:14,23 <b>veritext.com</b> 211:15 <b>versus</b> 7:8 67:7,8 104:23 132:1 137:13 <b>video</b> 7:3 <b>videographer</b> 3:16 7:1,15 49:14 50:7 50:10 70:20,24 71:2 118:18,21 160:10,13 204:14 204:17 208:19,23 <b>videotaped</b> 1:14 6:1 10:8 <b>view</b> 45:12 171:13 <b>virginia</b> 1:1 6:5 7:10 79:11 80:3,4 80:22,24,25 81:2 81:25 88:1,4,12,17 94:4,6 96:13 97:3 104:7 190:15,23 <b>virtually</b> 104:7 <b>visited</b> 45:22 96:2 <b>von</b> 57:7 59:5,21 59:22 60:8 62:16 64:24,25 150:5,6 154:12 156:23 167:18 207:8,12 207:21,22,23,24 <b>vonderharr</b> 95:3	<b>w</b> <b>w</b> 16:18,22,25 25:7 <b>wait</b> 143:18 181:4 <b>waived</b> 6:7 <b>wall</b> 150:4 <b>waller</b> 3:3 <b>wallerlaw.com</b> 3:5 <b>want</b> 16:18 17:18 27:3 30:9 37:25 42:11 46:20 49:14 49:20,22,25 65:8 68:5,18 72:25 75:22 89:15 93:4 112:11 113:6 120:1 124:20 129:22 134:13 136:8 137:5 158:7 158:17 164:5 166:21 176:12,15 176:20 179:12 182:8 185:15 189:22 199:8,15 202:1 <b>wanted</b> 68:6 82:4 86:1 96:24 <b>wanting</b> 82:3 <b>wants</b> 103:24 <b>warehouse</b> 108:3 <b>warrant</b> 33:1 145:6 <b>washington</b> 2:5 <b>waste</b> 68:6 <b>watson</b> 2:8 3:8 8:6 8:6,9 133:10 208:15 <b>way</b> 19:16 27:13 28:15,18,21,25 29:1,1,4,23 39:24 40:4 65:9 77:8 83:8 87:11 94:11 95:20 99:25
--	--	--	---



[way - zoom]

Page 35

101:16 103:9,25 126:16 137:12,15 138:2 165:4 173:10 <b>ways</b> 61:19 <b>wdc</b> 1:7 2:8 7:8 8:6 211:4 212:1 213:1 <b>we've</b> 19:23 51:15 62:7 66:7 101:16 125:11 126:4 148:25 176:24 190:8 202:8 208:10 <b>wearing</b> 67:14 <b>went</b> 43:25 135:19 162:16 <b>western</b> 170:20 <b>wether</b> 199:14 <b>whatsapp</b> 79:25 80:1 <b>whatsoever</b> 138:22 147:17 191:23 <b>white</b> 4:16 104:15 115:8,13,14 117:1 117:14,22 119:3 122:8,10 123:7,21 123:23 125:16 127:3,7 145:14,17 145:21,22,22,25 146:5,8,13 147:15 147:17 168:6 180:13,15 183:1 183:11 184:19,23 187:16 188:20 <b>willing</b> 20:14 155:15 163:19 166:15 170:1 177:20 195:6,9,10	<b>win</b> 83:9,11 108:8 <b>wire</b> 4:19 5:17 128:24 129:1,6,9 130:15,16,19 131:10 162:1 169:4 202:24 203:2 <b>wired</b> 35:21 <b>wiring</b> 203:9,22 <b>wish</b> 68:21 76:8 <b>withdraw</b> 137:6,8 150:12,15 <b>withdrawn</b> 34:8 <b>witness</b> 4:2 6:11 6:12 7:20 13:20 41:19 42:6,17 43:22 45:16 46:11 54:8,16 55:3,18 57:2,15 59:8,20 60:17 62:19 63:7 68:17 69:1,3 71:15 78:6,16,18 103:16 105:6 109:2,19 114:20 115:23 116:16 118:7 119:6 120:10 122:4 124:6 126:6 127:16 128:11,21 130:24 144:16 146:16 151:3 157:13 162:22 163:7 171:18 172:9 173:1 180:4 185:11 187:11 188:16 189:3 190:11,21 192:15 196:8 197:17 198:3,21 199:22 200:21 202:21 208:21 210:9,11	211:8,10,12,19 <b>witnesses</b> 127:21 <b>won</b> 83:14 87:6,11 <b>words</b> 104:2 106:15,19 107:8 168:10 172:19 192:25 <b>work</b> 19:19 20:9 26:21 27:1 29:6,8 29:9,16,19 41:14 44:23 51:4,5,8,11 55:14 56:4,8 60:12,13 82:23 88:2,7 91:12,18,25 93:25 96:16,20 97:4 102:22 103:1 103:7,13 104:12 104:15 105:23,24 106:4,11,12,14,17 106:21 114:2,8,13 114:23,24 115:1 116:24 121:14 138:22 142:23 143:17 145:17 146:9 147:10,12 148:8 153:13 154:9 155:8,12 156:2,24 165:24 166:1,4 167:18 204:7,21 205:8 <b>worked</b> 18:23 19:12 21:12,14 95:6 104:7 <b>working</b> 31:5 87:1 87:4 102:17,19 104:2 122:23 156:18 193:8 <b>works</b> 126:17 <b>world</b> 105:14 126:17 191:15	<b>worried</b> 83:17 <b>wp</b> 183:11 <b>written</b> 20:24 21:1 205:7 <b>wrong</b> 12:17 13:24 <b>y</b> <b>yeah</b> 10:14 13:5 18:22 22:25 35:8 38:24 39:24 40:13 49:9 55:18 106:6 109:7 111:8 183:16,18,21 207:15 <b>year</b> 26:16,18 57:11 <b>years</b> 100:18 <b>yep</b> 161:22 <b>yesterday</b> 8:24 9:22 10:6 24:24 45:1 65:18,20,21 65:22 68:1,11 99:17 112:5 124:22 166:12 177:16 181:13 185:17 <b>york</b> 20:4 102:4 <b>z</b> <b>zoom</b> 2:9,13,14,17 2:18,18,19 3:2,2,9 3:10 8:8,14,14
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Federal Rules of Civil Procedure

Rule 30

(e) Review By the Witness; Changes.

(1) Review; Statement of Changes. On request by the deponent or a party before the deposition is completed, the deponent must be allowed 30 days after being notified by the officer that the transcript or recording is available in which:

(A) to review the transcript or recording; and

(B) if there are changes in form or substance, to sign a statement listing the changes and the reasons for making them.

(2) Changes Indicated in the Officer's Certificate. The officer must note in the certificate prescribed by Rule 30(f)(1) whether a review was requested and, if so, must attach any changes the deponent makes during the 30-day period.

DISCLAIMER: THE FOREGOING FEDERAL PROCEDURE RULES ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY.

THE ABOVE RULES ARE CURRENT AS OF APRIL 1, 2019. PLEASE REFER TO THE APPLICABLE FEDERAL RULES OF CIVIL PROCEDURE FOR UP-TO-DATE INFORMATION.

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COMPANY CERTIFICATE AND DISCLOSURE STATEMENT

Veritext Legal Solutions represents that the foregoing transcript is a true, correct and complete transcript of the colloquies, questions and answers as submitted by the court reporter. Veritext Legal Solutions further represents that the attached exhibits, if any, are true, correct and complete documents as submitted by the court reporter and/or attorneys in relation to this deposition and that the documents were processed in accordance with our litigation support and production standards.

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